

SERFF Tracking Number:	AOIC-125334102	State:	Arkansas
First Filing Company:	Auto-Owners Insurance Company, ...	State Tracking Number:	AR-PC-07-026569
Company Tracking Number:	GAR-AR-99-10/26/2007-89700		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0002 Garage
Product Name:	Garage Liability/Dealer's Blanket		
Project Name/Number:	GAR/89700		

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Garage Liability/Dealer's Blanket SERFF Tr Num: AOIC-125334102 State: Arkansas

TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: AR-PC-07-026569
 Sub-TOI: 20.0002 Garage Co Tr Num: GAR-AR-99-10/26/2007-89700 State Status:

Filing Type: Form Co Status: Pending Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
 Authors: Claudia Stewart, Drew Westen Disposition Date: 11/07/2007

Date Submitted: 10/26/2007 Disposition Status: Approved
 Effective Date Requested (New): 01/19/2008 Effective Date (New): 01/19/2008
 Effective Date Requested (Renewal): 01/19/2008 Effective Date (Renewal): 02/01/2008

General Information

Project Name: GAR	Status of Filing in Domicile: Authorized
Project Number: 89700	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/07/2007	
State Status Changed: 10/29/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
FORM FILING: See Attached List	

Forms Attach To: Garage Liability Coverage. Submitted for your approval is the attached list of forms. We desire to use these forms with policies effective on or after January 19, 2008. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

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<i>Project Name/Number:</i>	<i>GAR/89700</i>		

Manager: JENNIFER HAMILTON, ASST. MANAGER
 GARAGE LIABILITY AND DEALER'S BLANKET
 HAMILTON.JENNIFER@AOINS.COM (emails without attachments)
 commlinesund@aoins.net (emails with attachments)
 517-323-1488 Ext. 1488

Company and Contact

Filing Contact Information

Jennifer Hamilton, Assistant Manager	hamilton.jennifer@aoins.com
P. O. Box 30660	(800) 346-0346 [Phone]
Lansing, MI 48909-8160	(517) 391-1903[FAX]

Filing Company Information

Auto-Owners Insurance Company	CoCode: 18988	State of Domicile: Michigan
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 38-0315280	

Owners Insurance Company	CoCode: 32700	State of Domicile: Ohio
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 34-1172650	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 PER FILING
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	10/26/2007	16343313
Owners Insurance Company	\$0.00	10/26/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/07/2007	11/07/2007

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Disposition

Disposition Date: 11/07/2007
Effective Date (New): 01/19/2008
Effective Date (Renewal): 02/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Product Name: Garage Liability/Dealer's Blanket

Project Name/Number: GAR/89700

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Garage Liability	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Named Person Uninsured Motorist Coverage	Approved	Yes
Form	Dealer's Plus Coverage Package	Approved	Yes
Form	Contractual Liability Endorsement	Approved	Yes
Form	Drive Other Cars Broad Form	Approved	Yes
Form	Vehicular Damage to Leased Property Endorsement	Approved	Yes
Form	Split Limit of Liability Endorsment	Approved	Yes
Form	Total Pollution Liability Exclusion	Approved	Yes
Form	Additional Insured Endorsement - Lessor	Approved	Yes
Form	Additional Insured Endorsement - Building/Land Owner	Approved	Yes
Form	Garage Liability Coverage Package	Approved	Yes
Form	Garagekeepers Coverage	Approved	Yes
Form	Additional Insured - Exclusion-Products-Completed Operations	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Commercial General Liability Plus	Approved	Yes
Form	Additional Insured - Controlling Interest	Approved	Yes
Form	Additional Insured - Co-Owner of Insured Premises	Approved	Yes
Form	Additional Insured - Grantor of Franchise	Approved	Yes
Form	Exclusion - All Hazards in Connection with Designated Premises	Approved	Yes
Form	Exclusion - Products/Completed Operations Hazard	Approved	Yes
Form	Exclusion - Designated Work	Approved	Yes
Form	Limitation of Coverage to Designated Premises or Project	Approved	Yes

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 Project Name/Number: GAR/89700

Form	Exclusion - Designated Products	Approved	Yes
Form	Additional Insured - Mortgagee, Assignee or Receiver	Approved	Yes
Form	Hired Auto Coverage - Division II	Approved	Yes
Form	Amendment of Other Insurance Provision	Approved	Yes
Form	Employee Benefits Liability	Approved	Yes
Form	Additional Insured - Lessor of Leased Equipment	Approved	Yes
Form	Uninsured Motorist Coverage	Approved	Yes
Form	Underinsured Motorist Coverage	Approved	Yes
Form	Uninsured Motorist Property Damage Coverage	Approved	Yes
Form	Personal Injury Protection	Approved	Yes
Form	Policy Cancellation and Nonrenewal - Garage Liability	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes

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Product Name: Garage Liability/Dealer's Blanket

Project Name/Number: GAR/89700

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Garage Liability	89700	09-05	Policy/CoveNew rage Form		0.00	89700 (9-05)A.pdf
Approved	Manuscript Endorsement	26153	10-00	Endorseme New nt/Amendm ent/Condi tions		0.00	26153 (10-00).pdf
Approved	Named Person Uninsured Motorist Coverage	89736	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89736.pdf
Approved	Dealer's Plus Coverage Package	89791	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89791.pdf
Approved	Contractual Liability Endorsement	89860	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89860.pdf
Approved	Drive Other Cars Broad Form	89861	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89861.pdf
Approved	Vehicular Damage to Leased Property Endorsement	89862	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89862.pdf
Approved	Split Limit of Liability Endorsment	89863	09-05	Endorseme New nt/Amendm ent/Condi tions		0.00	89863.pdf
Approved	Total Pollution Liability Exclusion	89868	09-05	Endorseme New nt/Amendm ent/Condi		0.00	89868.pdf

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Project Name/Number: GAR/89700

ons						
Approved	Additional Insured Endorsement - Lessor	89869	09-05	Endorsement New nt/Amendment/Conditions	0.00	89869.pdf
Approved	Additional Insured Endorsement - Building/Land Owner	89870	09-05	Endorsement New nt/Amendment/Conditions	0.00	89870.pdf
Approved	Garage Liability Coverage Package	89895	09-05	Endorsement New nt/Amendment/Conditions	0.00	89895.pdf
Approved	Garagekeepers Coverage	89898	09-05	Endorsement New nt/Amendment/Conditions	0.00	89898.pdf
Approved	Additional Insured - Exclusion-Products-Completed Operations	89907	09-05	Endorsement New nt/Amendment/Conditions	0.00	89907.pdf
Approved	Additional Insured	89908	09-05	Endorsement New nt/Amendment/Conditions	0.00	89908.pdf
Approved	Commercial General Liability Plus	89909	09-05	Endorsement New nt/Amendment/Conditions	0.00	89909.pdf
Approved	Additional Insured - Controlling Interest	89939	09-05	Endorsement New nt/Amendment/Conditions	0.00	89939.pdf
Approved	Additional Insured - Co-	89940	09-05	Endorsement New nt/Amendment	0.00	89940.pdf

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	Owner of Insured Premises			ent/Condi tions		
Approved	Additional Insured - Grantor of Franchise	89941	09-05	Endorsement New nt/Amendment/Conditions	0.00	89941.pdf
Approved	Exclusion - All Hazards in Connection with Designated Premises	89942	09-05	Endorsement New nt/Amendment/Conditions	0.00	89942.pdf
Approved	Exclusion - Products/Completed Operations Hazard	89943	09-05	Endorsement New nt/Amendment/Conditions	0.00	89943.pdf
Approved	Exclusion - Designated Work	89944	09-05	Endorsement New nt/Amendment/Conditions	0.00	89944.pdf
Approved	Limitation of Coverage to Designated Premises or Project	89945	09-05	Endorsement New nt/Amendment/Conditions	0.00	89945.pdf
Approved	Exclusion - Designated Products	89946	09-05	Endorsement New nt/Amendment/Conditions	0.00	89946.pdf
Approved	Additional Insured - Mortgagee, Assignee or Receiver	89947	09-05	Endorsement New nt/Amendment/Conditions	0.00	89947.pdf
Approved	Hired Auto Coverage - Division II	89949	09-05	Endorsement New nt/Amendment/Conditions	0.00	89949.pdf
Approved	Amendment of	89950	09-05	Endorsement New	0.00	89950.pdf

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	Other Insurance Provision			nt/Amendm ent/Condi tions		
Approved	Employee Benefits Liability	89957	09-06	Endorsement New nt/Amendm ent/Condi tions	0.00	89957.pdf
Approved	Additional Insured - Lessor of Leased Equipment	89969	05-07	Endorsement New nt/Amendm ent/Condi tions	0.00	89969.pdf
Approved	Uninsured Motorist Coverage	89371	09-05	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 89371 07-05 Previous Filing #:	89371 (9-05).pdf
Approved	Underinsured Motorist Coverage	89372	09-05	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 89372 09-05 Previous Filing #:	89372 (9-05).pdf
Approved	Uninsured Motorist Property Damage Coverage	89734	09-05	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 89734 09-05 Previous Filing #:	89734 (9-05).pdf
Approved	Personal Injury Protection	89744	09-05	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 89744 07-05 Previous Filing #:	89744 (9-05).pdf
Approved	Policy Cancellation and Nonrenewal - Garage Liability	89774	09-05	Canc/NonR Replaced en Notice	Replaced Form #:0.00 89774 07-05 Previous Filing #:	89774 (9-05).pdf
Approved	Amendatory Endorsement	89810	09-05	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 89810 07-05 Previous Filing #:	89810 (9-05).pdf

GARAGE LIABILITY

READ THIS CAREFULLY. This page provides only a brief outline of some of the important features of this policy. The actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and us. **IT IS IMPORTANT THAT YOU READ THE POLICY.**

A QUICK GUIDE TO THIS POLICY

The GARAGE LIABILITY DECLARATIONS contain:

YOUR NAME
POLICY TERM
COVERAGES
LIMITS OF INSURANCE
ENDORSEMENTS THAT APPLY

<u>YOU WILL FIND</u>	<u>ON PAGE</u>
INSURING AGREEMENT	1
SECTION I - DEFINITIONS	1
SECTION II - COVERAGE	7
COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY	7
1. COVERAGE	7
2. EXCLUSIONS	9
COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY	19
1. COVERAGE	19
2. EXCLUSIONS	19
COVERAGE C - MEDICAL PAYMENTS	21
1. COVERAGE	21
2. EXCLUSIONS	22
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	22
FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS	23
SECTION III - WHO IS AN INSURED	23
SECTION IV - LIMITS OF INSURANCE	25
A. COVERAGE A (Other Than Auto), COVERAGE B AND COVERAGE C	25
B. COVERAGE A (Auto)	26
SECTION V - DEDUCTIBLE	27
SECTION VI - WHAT YOU MUST DO AFTER AN ACCIDENT, OCCURRENCE OR LOSS	27
SECTION VII - GENERAL CONDITIONS	28
A. SEVERABILITY OF INSURANCE	28
B. BANKRUPTCY	28
C. POLICY PERIOD; TERRITORY	28
D. LEGAL ACTION AGAINST US	28
E. OTHER INSURANCE	29
F. PREMIUM AUDIT	30
G. REPRESENTATIONS	30
H. SEPARATION OF INSURED	30
I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	30
J. CHANGES	30
K. EXAMINATION OF YOUR BOOKS AND RECORDS	30
L. INSPECTIONS AND SURVEYS	31
M. PREMIUMS	31
N. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY	31
O. CONCEALMENT OR FRAUD	31
P. DUPLICATION OF COVERAGE	31

INSURING AGREEMENT

The attached Declarations describe the Coverages and Limits of Insurance for which **you** have paid a premium. In reliance upon **your** statements in the Declarations and application(s), **we** agree to provide insurance subject to all terms and conditions of this policy. Each coverage described in this policy applies if a limit of insurance or a premium is shown in the Declarations for that coverage. In return, **you** must pay the premium and comply with all terms and conditions of this policy.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION I - DEFINITIONS

To understand this policy, **you** must understand the meaning of the following words. These words appear in **bold face type** whenever used in this policy and attached amendatory forms.

A. Advertisement means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about **your** goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

B. Advertising injury means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in **your advertisement**;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy in **your advertisement**;
3. The use of another's advertising idea in **your advertisement**; or

4. Infringing upon another's copyright, **trade dress** or slogan in **your advertisement**.

C. Auto means a land motor vehicle, **trailer** or semi-trailer including any attached machinery or equipment. **But auto** does not include **farm implement** nor **mobile equipment**.

D. Bodily injury means **bodily injury**, bodily sickness, or bodily disease sustained by a person, including death resulting from any of these at any time.

E. Coverage territory means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in E.1. above; or
3. All other parts of the world if the injury or damage arises out of:
 - a. Goods or products made or sold by **you** in the territory described in E.1. above;
 - b. The activities of a person whose home is in the territory described in E.1. above, but is away for a short time on **your** business; or
 - c. **Personal injury** or **advertising injury** offenses that take place through the Internet or similar electronic means of communication

provided the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in **E.1.** above or in a settlement to which **we** agree.

F. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

G. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

H. Farm implement means a land vehicle including any attached machinery, whether self-propelled or not, designed principally for use off public roads which is usual to the operation of a farm and designed for farming purposes. **Farm implement** includes animal drawn equipment. But **farm implement** does not include **auto** nor **mobile equipment**.

I. Garage business means the ownership, maintenance or use of premises by **you** as a garage operation. This may include an **auto** dealer, repair shop, service station, storage garage or public parking place. Unless modified in other parts of this policy, it also includes:

1. Operations necessary and incidental to the garage operation; and
2. The ownership, maintenance and use of **autos** as described under **SECTION II - COVERAGE, COVERAGE A, 1. COVERAGE, b. Bodily Injury and Property Damage Liability (Auto)**

J. 1. Garage customer means:

- a. Any person while using an **auto** owned, maintained or used in **your garage business**; or
- b. Any of **your** customers or any prospective buyer to whom an **auto** has been loaned or furnished by **you**.

2. Garage customer shall not include:

a. If the first named **insured** shown in the Declarations is an individual:

(1) **You**; and

(2) If furnished an **auto** for regular use by **you**:

(a) **Your relatives**; and

(b) **Your employees**, their spouses or any person who resides with an **employee** and who is related to such **employee** or his or her spouse by blood, marriage or adoption including a ward or foster child who resides with such **employee**.

b. If the first named **insured** shown in the Declarations is other than an individual and if furnished an **auto** for regular use by **you**:

(1) **Your employees**, directors, stockholders, partners or members; and

(2) Spouses or any person who resides with **your employees**, directors, stockholders, partners or members and who is related to such persons or their spouses by blood, marriage or adoption including a ward or foster child who resides with **your employees**, directors, stockholders, partners or members.

c. Any organization or other person to whom **you** furnish an **auto** for regular use.

d. Any person while using an **auto** furnished to any person or organization under paragraphs a., b., and c., immediately above.

However, any person under paragraphs, **J.2.a.(2)** and **J.2.b.** through **d.** above shall be considered a **garage customer** when an **auto** such person owns is in **your** care, custody or control for service or repair and **you** have furnished such person with an additional **auto**.

K. Hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

L. Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. **Your** fulfilling the terms of the contract or agreement.

M. Insured means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED**.

N. Insured contract means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to **your business** (including an indemnification of a municipality in connection

with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **N.6.** does not include that part of any contract or agreement:

a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

c. Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in **b.** immediately above and supervisory, inspection, architectural or engineering activities; or

d. That pertains to the loan, lease or rental of an **auto** to **you**.

O. Leased worker means an individual leased to **you** by a labor leasing firm under an agreement between the labor leasing firm and **you**, to perform duties related to the conduct of **your garage business**. **Leased worker** does not include a **temporary worker**.

P. Loading or unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, **watercraft** or **auto**;
2. While it is in or on an aircraft, **watercraft** or **auto**; or
3. While it is being moved from an aircraft, **watercraft** or **auto** to the place where it is finally delivered

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **watercraft** or **auto**.

Q. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, forklifts and other similar vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads. This does not include snowmobiles;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3., or 4. immediately above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building

cleaning, geophysical exploration, lighting and well servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; or

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

But **mobile equipment** does not include **auto** nor **farm implement**.

R. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

S. Personal injury means other than **bodily injury** arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a

person occupies, committed by or on behalf of its owner, landlord or lessor;

4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

T. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

U. Private passenger auto means:

1. A passenger or station wagon type **auto** with four or more wheels;
2. Pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
3. A motor home.

V. Products-completed operations hazard:

1. Includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:
 - a. Products that are still in **your** physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in **your** contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
- c. Products or operations for which the classification, shown in the Declarations, states that products-completed operations are included.

W. Property damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or

any other media which are used with electronically controlled equipment.

X. Relative means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Relative** includes a ward or foster child who resides with **you**.

Y. Residence employee means:

1. **Your employee** whose duties are in connection with the maintenance or use of **your** residence premises, including household or domestic services; or
2. **Your employee** who performs similar duties elsewhere but not in connection with any **insured's** business.

Z. Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), **silica** particles, **silica** dust or **silica** compounds.

AA. Silica-related dust means a mixture or combination of **silica** and other dust or particles.

BB. Suit means a civil proceeding in which damages because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with **our** consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with **our** consent.

CC. Temporary worker means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

DD. Trademark means any registered or unregistered word, name, symbol, sign, device or any combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, prod-

ucts or services, even if the origin or source is unknown. **Trademark** includes registered **trade dress** and **trade dress** which is used with or incorporates any **trademark**.

EE. Trade dress means the unregistered and nonfunctional distinctive packaging, appearance, image, design, color scheme or shape or combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, products or services, even if the source is unknown. **Trade dress** does not include:

1. Registered **trade dress**;
2. **Trademark**; or
3. **Trade dress** which is used with or incorporates any **trademark**.

FF. Trailer means a vehicle which is designed to be connected to and towed by an **auto**. **Trailer** includes mobile homes, modular homes, utility trailers, camping trailers and vacation trailers.

GG. Volunteer worker means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.

HH. Watercraft means a conveyance capable of being used as a means of transportation on water. This does not include aircraft or hovercraft.

II. We, us or our means the Company providing this insurance.

JJ. Your product:

1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) **You**;
 - (2) Others trading under **your** name; or

(3) A person or organization whose business or assets **you** have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

KK. Your work:

1. Means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

LL. You or your means the named **insured** shown in the Declarations and if an individual, **your** spouse who resides in the same household.

SECTION II - COVERAGE

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. COVERAGE

a. Bodily Injury And Property Damage Liability (Other Than Auto)

- (1) We will pay those sums that **you** become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend **you** against any suit seeking those damages. We may at our discretion investigate any claim or occurrence and settle any claim or suit that may result. But:

- (a) The amount we will pay for damages is limited as described in **Section IV - Limits of Insurance**; and

- (b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **bodily injury, property damage** or medical payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B**.

- (2) This insurance applies to **bodily injury** and **property damage** only if:

- (a) The **bodily injury** or **property damage** is caused by an occurrence that takes place in the coverage territory;

- (b) The **bodily injury** or **property damage** occurs during the policy period; and

- (c) Prior to the policy period, no **insured** listed under **Section III - Who Is An Insured** - and no employee authorized by **you** to give

or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.

(3) **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under **Section III - Who Is An Insured** - or any **employee** authorized by **you** to give or receive notice of an **occurrence** or claim:

(a) Reports all, or any part, of the **bodily injury** or **property damage** to **us** or any other insurer;

(b) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or

(c) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

(4) Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at anytime from the **bodily injury**.

b. Bodily Injury And Property Damage Liability (Auto)

When a premium is shown in the Declarations for:

(1) Either **DIVISION I** or **DIVISION II**, we will pay damages for **bodily injury** and **property damage** for which the **insured** becomes legally responsible because of or arising out of an **auto** or **farm implement**:

(a) Not owned, not hired, not leased, not rented or not registered by **you**, any partner if **you** are a partnership, member if **you** are a limited liability company or officer if **you** are an organization other than a partnership, limited liability company or joint venture; and

(b) While used by any person in **your** business.

(2) **DIVISION I**, we will also pay damages for **bodily injury** and **property damage** for which the **insured** becomes legally responsible because of or arising out of:

(a) An **auto** or **farm implement**:

1) Owned by **you**; or

2) Leased, hired or rented by **you** or on **your** behalf with **your** expressed permission.

Such **auto** or **farm implement** must be:

1) Used in **your garage business**; or

2) Used in a business, other than **your garage business**, but not on a regular basis; or

3) Not used in any business.

(b) An **auto** or **farm implement** **you** do not own or lease which is not used in connection with **your** business (other than a motorcycle, moped, motor scooter, midget **auto** or go cart), when used by:

- 1) **You;**
- 2) Any person to whom **you** regularly furnish an **auto** or **farm implement** or their spouse, if a resident of the same household;
- 3) **Your relatives** not owning an **auto** or **farm implement**; or
- 4) Any person not owning an **auto** or **farm implement** who resides with any person shown in 1), 2) or 3) immediately above to whom **you** regularly furnish an **auto** or **farm implement** and who is related to such person or his or her spouse by blood, marriage or adoption including a ward or foster child who resides with such person.

The occurrence must take place:

- (1) In the **coverage territory** or Mexico; and
- (2) During the policy period.

We shall settle or defend, as **we** consider appropriate, any claim or **suit**, for damages covered by this insurance. **We** shall do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend a claim or **suit** ends when **we** have paid the limit of **our** liability.

2. EXCLUSIONS

a. **Bodily Injury And Property Damage Liability (Other Than Auto) and Bodily Injury And Property Damage Liability (Auto)**

This insurance does not apply to:

- (1) **Bodily injury** or **property damage** assumed under any contract or agreement. This exclusion does not apply

to liability for **bodily injury** or **property damage**:

- (a) Assumed under an **insured contract**, provided such **bodily injury** or **property damage** occurs after the execution of such contract. However, if the insurance under this policy does not apply to **your** liability, it also does not apply to such liability assumed by **you** under a covered contract;
- (b) That **you** would have in the absence of a contract or agreement; or
- (c) If the first named **insured** shown in the Declarations is an individual, assumed by **you** in a **private passenger auto** lease or rental agreement.

- (2) **Bodily injury** or **property damage** however caused, arising directly or indirectly from:

- (a) War, including any undeclared war or civil war;
- (b) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (c) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents.

- (3) Any obligations that would be payable under an unemployment compensation law, workers compensation law, disability benefits law or any similar law.

- (4) Damages claimed for any loss, cost or expense incurred by any person or organization or others for loss of use,

withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(a) **Your product;**

(b) **Your work;** or

(c) **Impaired property**

if such product, work, or property is removed or recalled from the market or from use because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

(5) Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particles, dust, irritants, contaminants, pollutants, toxic elements or materials.

(6) Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any **silica** or **silica-related dust**.

(7) **Bodily injury** or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including, any amendment of or addition to such law; or

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

(8) (a) Under any Liability Coverage, to **bodily injury** or **property damage**:

1) With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Associates of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

2) Resulting from the **hazardous properties of nuclear material** and with respect to which:

a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

b) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:

1) The **nuclear material**:

a) Is at any **nuclear facility** owned by, or operated by

or on behalf of, an **insured**;
or

b) Has been discharged or dispersed therefrom;

- 2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- 3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means **source material**, **Special nuclear material** or **by-product material**;

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

Waste means any **waste material**:

- (a) Containing **by-product material** other than the tailings or wastes produced by the extraction or con-

centration of uranium or thorium from any ore processed primarily for its **source material** content; and

- (b) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designed or used for:
- 1) Separating the isotopes of uranium or plutonium;
 - 2) Processing or utilizing **spent fuel**; or
 - 3) Handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabrication or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reac-

tion or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

Exclusions **a.(2)**, **a.(3)** and **a.(4)** above do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section IV - Limits Of Insurance**.

b. Bodily Injury And Property Damage Liability (Other Than Auto)

This insurance does not apply to:

- (1) **Bodily injury or property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- (2) **Bodily injury to:**
 - (a) An **employee** of the **insured** arising out of and in the course of employment by the **insured**; or
 - (b) The spouse, child, parent, brother or sister of that **employee** as a consequence of (2)(a) above.

This exclusion applies:

- (a) Whether the **insured** may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

- (3) **Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or **watercraft** owned or operated by or rented or loaned to any **insured**. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any **insured** alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or **watercraft** that is owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to:

- (a) A **watercraft** while on premises **you** own or rent;
- (b) A **watercraft** **you** do not own that is:
 - 1) Less than 26 feet long; and
 - 2) Not being used to carry persons or property for a charge;
- (c) Any **watercraft** while being serviced or repaired by any **insured**;
- (d) Parking an **auto** on, or on the ways next to, premises **you** own or rent, provided the **auto** is not owned by or rented or loaned to **you** or the **insured**;
- (e) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or **watercraft**; or
- (f) **Bodily injury or property damage** arising out of the operation of any of the equipment listed in para-

graph 6.b. or 6.c. of the definition of mobile equipment.

(4) Property damage to impaired property or property that has not been physically injured, arising out of:

- (a)** A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (b)** A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

(5) Property damage to your product arising out of it or any part of it.

(6) Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

(7) (a) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- 1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
 - a) Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the

building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

- b) Bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to **your** policy as an additional **insured** with respect to **your** ongoing operations performed for that additional **insured** at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional **insured**; or

c) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;

2) At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- a) Any insured**; or
- b) Any person or organization** for whom **you** may be legally responsible;

4) At or from any premises, site or location on which any **insured** or any contractors or

subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this subparagraph does not apply to:

a) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;

b) **Bodily injury or property damage** sustained within a building at such premises, site or location and caused by the release of gases, fumes or vapors from materials brought into that

building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or

c) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**; or

5) At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

(b) Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, this paragraph does not apply to liability for damages because of covered **property damage** that the **insured** would have in the absence of such request, demand,

order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

(8) Bodily injury or property damage arising out of:

- (a)** The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
- (b)** The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

(9) Property damage to:

- (a)** Property **you** own, rent, occupy or use, including any cost or expense incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(b) Property that any of your:

- 1) Employees;**
- 2) Volunteer workers;**
- 3) Partners or members (if you are a partnership or joint venture); or**
- 4) Members (if you are a limited liability company)**

own, rent, occupy or use. However, this exclusion **(9)(b)**, shall not apply to **your** liability for damage to such property;

- (c)** Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;

(d) Property loaned to you;

- (e)** Personal property in the care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**;

- (f)** That particular part of real property on which any **insured** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or

- (g)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(a)**, **(b)**, **(d)** and **(e)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section IV - Limits Of Insurance**.

Paragraph **(c)** of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by **you**.

Paragraphs **(d)**, **(e)**, **(f)** and **(g)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(g)** of this exclusion does not apply to **property damage** included

in the **products-completed operations hazard**.

(10) Bodily injury to:

(a) A person arising out of any:

- 1) Refusal to employ a person;**
- 2) Termination of a person's employment;**
- 3) Employment-related practice, policy, act or omission, including but not limited to coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination directed at a person; or**
- 4) Criminal or civil action brought against a person by or at the direction of the **insured** directly or indirectly related to any offense described in 1), 2), or 3) immediately above; or**

(b) Anyone as a consequence of **bodily injury to a person at whom any of the employment-related practices described in Paragraphs 1), 2), 3), or 4) immediately above is directed.**

This exclusion applies:

- (a) Whether the **insured** may be liable as an employer or in any other capacity;**
- (b) Whether the offense is alleged to arise out of the employment during the course or scope of employment, outside the course or scope of employment or after termination of employment;**
- (c) Whether directly or indirectly related to a person's prospective, current or past employment; and**

(d) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(11) Bodily Injury arising out of or resulting from the transmission of any communicable disease by any **insured**.

(12) Bodily injury arising out of **personal injury** or **advertising injury**.

(13) Bodily injury or property damage for which any **insured** may be held liable by reason of:

- (a) Causing or contributing to the intoxication of any person;**
- (b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or**
- (c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.**

This exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

(14) Bodily injury or property damage arising out of the ownership, maintenance, use, **loading or unloading** of any aircraft not owned by, not leased to or not rented to any **insured**.

Exclusions **b.(2)** through **b.(9)**, **b.(13)** and **b.(14)** do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section IV - Limits Of Insurance**.

c. Bodily Injury And Property Damage Liability (Auto)

This insurance does not apply to:

(1) Any auto:

(a) Either owned by or furnished, by other than **you**, for the regular use of:

1) A person described in **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b.(2)(b)1) through 4);** or

2) A member of the household of a person described in **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b.(2)(b)1) through 4)** other than a private chauffeur or domestic servant; or

(b) Used in the business or occupation of a person described in **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b.(2)(b)1) through 4)** other than **your garage business**, and is other than a **private passenger auto** occupied by such person.

(2) **Bodily injury or property damage** expected or intended by any **insured**. This exclusion applies even if the **bodily injury or property damage** is of a different kind or degree, or is sustained by a different person or property, than that expected or intended. This exclusion does not apply to an **insured** for acts committed by any other person or organization without such **insured's** knowledge or direction.

(3) **Bodily injury to your employee** arising out of and in the course of employment by **you** including a loss or claim by the spouse, child, parent, brother or sister of **your employee** as a consequence of such **bodily injury**.

(a) This exclusion applies:

1) Whether **you** may be liable as an employer or in any other capacity; or

2) To any obligation to share damages with or repay another who must pay damages because of the **bodily injury**.

(b) This exclusion does not apply to **bodily injury** to a **residence employee** when:

1) **You** have assumed liability under an **insured contract**.

2) Workers compensation benefits are not required or available.

(4) **Bodily injury or property damage** while preparing for, practicing for or participating in any prearranged racing, speed, stunting activity, pulling contest or demolition contest.

(5) **Bodily injury or property damage** to any **auto** while being used as a public or livery vehicle or for carrying property of others for a charge.

(6) **Bodily injury or property damage** arising out of the ownership, maintenance, operation, use, **loading or unloading** of any **auto** rented or leased to others. This exclusion shall not apply to an **auto**, rented or leased to others:

(a) If rented or leased by **you** to a salesperson for use principally in **your garage business**;

- (b) In **your** custody for pick up, delivery, service or repair in connection with such rental or lease; or
 - (c) If rented by **you** to a **garage customer** while such **garage customer's auto** is in **your** custody for service or repair.
- (7) **Bodily injury or property damage** arising out of the ownership, maintenance, operation, use, **loading or unloading** of any **auto**, possession of which **you** have transferred to another under an agreement of sale. This does not apply to **your** liability.

(8) **Property damage:**

- (a) To any **auto** in **your** care, custody or control; or
- (b) To property while being transported by **you** or while in **your** care, custody or control during transportation.

This exclusion shall not apply:

- (a) To liability **you** assumed under a sidetrack agreement;
 - (b) To **property damage** caused by an **auto** servicing hoist designed to raise the entire **auto**; nor
 - (c) To an **auto**, freight or passenger elevator.
- (9) (a) **Bodily injury or property damage** resulting from the actual, alleged or threatened discharge, release, escape, seepage, migration, or dispersal of **pollutants**:
- 1) That are, or are contained in any property that is:
 - a) Being transported or towed by, handled or prepared for placement into

or upon, or taken from the **auto**;

- b) Otherwise in the course of transit by an **insured** or on behalf of an **insured**; or
 - c) Being disposed of, stored, treated or processed into or upon the **auto**;
- 2) Before such **pollutants** or property containing **pollutants** are moved from the place they are accepted by an **insured** or anyone acting on behalf of an **insured** or placement into or onto the **auto**; or
- 3) After such **pollutants** or property containing **pollutants** are removed from the **auto** to where they are delivered, disposed of or abandoned by an **insured** or anyone acting on behalf of an **insured**.

1)a) above does not apply to **pollutants** that are needed or result from the normal mechanical, electrical or hydraulic functioning of the **auto** or its parts, if the discharge, release, escape, seepage, migration or dispersal of such **pollutants** is directly from a part of the **auto** designed to hold, store, receive or dispose of such **pollutants** by the **auto** manufacturer.

1)b) and 1)c) above do not apply, if as a direct result of the maintenance or use of the **auto**, **pollutants** or property containing **pollutants** which are not in or upon the **auto**, are upset, overturned or damaged at any premises, site or location not owned by or leased to **you**. The discharge, release, escape, seepage, migration or dispersal of the **pollutants** must be

directly caused by such upset, overturn or damage.

- (10) **Bodily injury or property damage** arising out of a **farm implement** while being used for farming purposes.

COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

1. COVERAGE

- a. We will pay those sums that **you** become legally obligated to pay as damages because of **personal injury or advertising injury** to which this insurance applies. We will have the right and duty to defend **you** against any **suit** seeking those damages. We may at **our** discretion investigate any claim or offense and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section IV - Limits Of Insurance**; and
- (2) Our right and duty to defend will end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A and B**.

- b. This insurance applies to **personal injury** and **advertising injury** only if:
- (1) The **personal injury or advertising injury** is caused by an offense arising out of **your** business; and
- (2) The offense causing the **personal injury or advertising injury** was committed in the **coverage territory** during the policy period.

2. EXCLUSIONS

This insurance does not apply to **personal injury or advertising injury**:

- a. Caused by or at the direction of any **insured** with the knowledge that the act would violate the rights of another and would inflict **personal injury**.
- b. Expected or intended by any **insured**. This exclusion b., does not apply to **personal injury**.
- c. Arising out of oral or written publication of material, if done by or at **your** direction with knowledge of its falsity.
- d. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- e. Arising out of a criminal act or violation of a penal statute or ordinance committed by **you** or at **your** direction.
- f. For which **you** have assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that **you** would have in the absence of the contract or agreement.
- g. Arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
- h. Arising out of the failure of goods, products or services to conform with any statement or representation of quality or performance made in **your advertisement**.
- i. Arising out of the wrong description of the price of goods, products or services.
- j. Arising out of the infringement of copyright, patent, **trademark**, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in **your advertisement** of copyright, **trade dress** or slogan.

k. Committed by **you**, and **your** business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to **S. 1., 2. and 3. of personal injury under Section I - Definitions.**

For the purposes of **k.(1)** of this exclusion, the placing of frames, borders, links, or advertising, for **you** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- l. Arising out of an electronic chatroom or bulletin board **you** host, own, or over which **you** exercise control for any purpose.
- m. Arising out of the unauthorized use of another's name or product in **your** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- n. (1) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- (2) For any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of; or
 - (b) Claim or suit by or on behalf of a governmental authority for dam-

ages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. (1) Arising out of any:

- (a) Refusal to employ a person;
- (b) Termination of a person's employment;
- (c) Employment-related practice, policy, act or omission, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person; or
- (d) Criminal or civil action brought against a person by or at the direction of the **insured** directly or indirectly related to any offense described in (a), (b), or (c) immediately above; or

(2) To anyone as a consequence of **personal injury** or **advertising injury** to a person at whom any of the employment-related practices described in (a), (b), (c), or (d) immediately above is directed.

This exclusion applies:

- (a) Whether **you** may be liable as an employer or in any other capacity;
- (b) Whether the offense is alleged to arise out of the employment during the course or scope of employment, outside the course or scope of employment or after termination of employment;
- (c) Whether directly or indirectly related to a person's prospective, current or past employment; and

- (d) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- p. For any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.
- q. Arising out of or resulting from the transmission of any communicable disease by any **insured**.
- r. However, caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- s. Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any **silica** or **silica-related dust**.
- t. Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including, any amendment of or addition to such law; or
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. COVERAGE

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:
- (1) On premises **you** own or rent;
 - (2) On ways next to premises **you** own or rent; or
 - (3) Because of **your** operations
- provided that:
- (1) The accident takes place in the **coverage territory** and during the policy period;
 - (2) The expenses are incurred and reported to **us** within one year of the date of the accident; and
 - (3) The injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

This insurance does not apply to **bodily injury**:

- (a) To any **insured**, except **volunteer workers**.
- (b) To a person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.
- (c) To a person injured on that part of premises **you** own or rent that the person normally occupies.
- (d) To a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefit law or a similar law.
- (e) To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- (f) Included within the **products-completed operations hazard**.
- (g) Excluded under Coverage A, 2. EXCLUSIONS, a. Bodily Injury And Property Damage Liability (Other Than Auto) and Bodily Injury And Property Damage Liability (Auto).
- (h) Excluded under Coverage A, 2. EXCLUSIONS, b. Bodily Injury And Property Damage Liability (Other Than Auto). This exclusion does not apply to any person while occupying or through being struck by an **auto** located, operated or occupied on the premises described in the Declarations.
- (i) Any person while occupying or through being struck by an **auto**, **farm implement** or **mobile equipment** away from the premises described in the Declarations.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

If Coverage A or B apply, we will pay, with respect to any claim we investigate or settle, or any **suit** against an **insured** we defend:

1. All expenses we incur.
2. Up to \$2,000 for premiums on bail bonds required because of accidents or traffic law violations arising out of the use of any **auto** to which the Bodily Injury Liability Coverage applies. We have no obligation to apply for or furnish these bonds.
3. Premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We have no obligation to apply for or furnish these bonds.
4. All reasonable expenses incurred by the **insured** at our request including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the **insured** in the **suit**.
6. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS

While an **auto** to which this insurance applies is subject to laws of another state or Canada, we will:

1. Increase the limit of insurance for Liability Coverage to comply with the minimum re-

quirements of a financial responsibility or compulsory insurance law of the jurisdiction where such **auto** is being operated; and

2. Afford the minimum amounts for the types of mandatory coverages required by the jurisdiction where such **auto** is being operated.

This provision does not apply to any limits required by any law governing motor carriers of property or passengers.

We will not duplicate payments available under this or any other insurance for the same elements of loss.

SECTION III - WHO IS AN INSURED

- A. With respect to operations in **your** business as described under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, a. Bodily Injury And Property Damage Liability (Other Than Auto), COVERAGE B AND COVERAGE C:**

1. If **you** are designated in the Declarations as:

- a. An individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner.
- b. A partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
- c. A limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as **your** managers.
- d. An organization other than a partnership, joint venture or limited liability company, **you** are an **insured**. **Your** executive officers and directors are **insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are

also **insureds**, but only with respect to their liability as stockholders.

- e. A trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.

2. Each of the following is also an **insured**:

- a. **Your** employees, other than either **your** executive officers (if **you** are an organization other than a partnership, joint venture or limited liability company) or **your** managers (if **you** are a limited liability company), but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business, or **your** volunteer workers only while performing duties related to the conduct of **your** business. However, none of these employees or volunteer workers are **insureds** for bodily injury, personal injury or advertising injury:

- (1) To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of **your** business, or to **your** other volunteer workers while performing duties related to the conduct of **your** business;
- (2) To the spouse, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of a. above;
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in 2.a.(1) or 2.a.(2) above; or
- (4) Arising out of his or her providing or failing to provide professional health care services.

- b. Any person (other than **your employee** or **volunteer worker**), or any organization while acting as **your** real estate manager.
 - c. Any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until **your** legal representative has been appointed.
 - d. **Your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this policy.
3. With respect to **mobile equipment** registered in **your** name under any motor vehicle registration law, any person is an **insured** while driving such equipment along a public highway with **your** permission. Any other person or organization responsible for the conduct of such person is also an **insured**, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an **insured** with respect to:
- a. **Bodily injury** to a co-**employee** of the person driving the equipment; or
 - b. **Property damage** to property owned by, rented to, in the charge of or occupied by **you** or the employer of any person who is an **insured** under this provision.
4. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as a Named **Insured** if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **Coverage A** does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the organization; and
 - c. **Coverage B** does not apply to **personal injury** or **advertising injury** arising out of an offense committed before **you** acquired or formed the organization.
- No person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named **Insured** in the Declarations.
- B. With respect to any **auto** or **farm implement** as described under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b. Bodily Injury And Property Damage Liability (Auto)**, only:
- 1. **You**.
 - 2. **Your garage customers**.
 - 3. Any other person or organization using an **auto** or **farm implement** with **your** permission. **Insured** shall not include, under only this provision 3.:
 - a. Any of **your employees**, stockholders, partners (if **you** are a partnership) or members (if **you** are a limited liability company) or an additional **insured** with respect to any **auto**:
 - (1) Owned by him or her; or
 - (2) Any member of his or her household; or
 - b. Anyone working in any business of selling, servicing, repairing or parking **autos** or **farm implements**, other than **your garage business**.

4. Any other person or organization, but only with respect to liability because of acts or omissions of an **insured** under B.1. or 2. immediately above. **We** do not cover the owner or lender of an **auto** or **farm implement** you lease or borrow unless that **auto** or **farm implement** is attached to an **auto** or **farm implement**.

SECTION IV - LIMITS OF INSURANCE

A. COVERAGE A (Other Than Auto), COVERAGE B AND COVERAGE C

1. Coverage A (Other Than Auto) And Coverage B

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most **we** will pay regardless of the number of:

- (1) **Insureds**;
- (2) Claims made or **suits** brought; or
- (3) Persons or organizations making claims or bringing **suits**.

- b. The General Aggregate Limit is the most **we** will pay for the sum of:

- (1) Medical expenses under **Coverage C**;
- (2) Damages under **Coverage A**, except damages because of **bodily injury** or **property damage** included in the **products completed operations hazard**; and
- (3) Damages under **Coverage B**.

- c. The Products-Completed Operations Aggregate Limit is the most **we** will pay under **Coverage A** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

- d. Subject to **b.** above, the **Personal Injury** and **Advertising Injury** Limit is the most **we** will pay under **Coverage B** for the sum

of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.

- e. Subject to **b.** or **c.** above, whichever applies, the Each Occurrence Limit is the most **we** will pay for the sum of:

(1) Damages under **Coverage A**; and

(2) Medical expenses under **Coverage C**

because of all **bodily injury** and **property damage** arising out of any one occurrence.

- f. The Damage To Premises Rented To You Limit is the most **we** will pay under **Coverage A** for damages because of **property damage** to any one premises, while rented to **you**, or in the case of damage by fire, while rented to **you** or temporarily occupied by **you** with permission of the owner.

- g. Subject to **e.** above, the Medical Payments Limit is the most **we** will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person.

- h. Beginning with the effective date of this policy, **we** will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12 month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issu-

ance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

2. Coverage C

- a. The limit of insurance shown in the Declarations for MEDICAL PAYMENTS is the most **we** shall pay to or for any person in one **occurrence** for medical and funeral services.
- b. **We** may pay the injured person or the party that renders the medical services.
- c. In the event of the death of the injured person:
 - (1) For incurred funeral expenses, **we** shall pay no more than the difference between the limit of insurance for Medical Payments shown in the Declarations for each person less amounts paid or payable for reasonable and necessary medical expenses.
 - (2) Payment for funeral services shall be made to the deceased person's surviving spouse; if none, to surviving children, share and share alike; if none, to surviving parents, share and share alike; if none, to the deceased person's estate.
- d. The limit of insurance is not increased because of the number of:
 - (1) **Insureds**;
 - (2) Persons injured;
 - (3) Claims made or **suits** brought; or
 - (4) Premises shown in the Declarations or premiums charged.

B. COVERAGE A (Auto)

We shall pay damages for **bodily injury** or **property damage** up to the limit of insurance shown in

the Declarations for such coverage. Such damages shall be paid as follows:

1. For **bodily injury**:

- a. The limit shown in the Declarations for each person is the amount of coverage and the most **we** shall pay for all damages because of or arising out of **bodily injury** to any one person in any one **occurrence**.
- b. The limit shown for each occurrence is the total amount of coverage and the most **we** shall pay, subject to **B.1.a.** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.

2. For **property damage**, the limit shown in the Declarations is the most **we** shall pay for **property damage** in any one **occurrence**.

3. The limit of insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the limit of insurance.

4. The limit of insurance applicable to a **trailer** covered by this policy:

- a. Which is not connected to an **auto**; or
- b. Which is connected to an **auto** not covered by this policy

will be the limit of insurance applicable to the **auto**.

5. The limit of insurance shown in the Declarations for this coverage is the most **we** shall pay for all claims of one or more persons in any one **occurrence** regardless of the number of:

- a. Persons injured;

- b. **Autos** to which this insurance applies;
- c. Premiums charged in the Declarations or premiums paid;
- d. Claims presented or **suits** brought; or
- e. **Autos** involved in the **occurrence**.

SECTION V - DEDUCTIBLE

- A. If a **Property Damage** Liability Deductible is shown in the Declarations, **our** obligation to pay damages for **property damage** applies only to damages in each **occurrence** in excess of such deductible.
- B. **We** may decide to pay all or any part of the deductible to settle a claim or **suit**. **You** must then promptly reimburse **us** for the deductible or the portion of the deductible **we** paid.
- C. The terms and conditions of this policy including those relating to
 - 1. **Our** right and duty to defend; and
 - 2. **Your** duties after an accident or loss apply regardless of the deductible amount.

SECTION VI - WHAT YOU MUST DO AFTER AN ACCIDENT, OCCURRENCE OR LOSS

- A. **You** must see to it that **we** are notified as soon as practical of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - 1. How, when and where the **occurrence** or offense took place;
 - 2. The names and addresses of any injured persons and witnesses; and
 - 3. The nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, **you** must:

- 1. Immediately record the specifics of the claim or **suit** and the date received; and
 - 2. Notify **us** as soon as practical.
- You** must see to it that **we** receive written notice of the claim or **suit** as soon as practical.

C. **You** and any other involved **insured** must:

- 1. Immediately send **us** copies of any correspondence, demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - 2. Authorize **us** to obtain records and other information; and
 - 3. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- D. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **our** consent.
 - E. **You** must promptly take at **your** expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar condition, but such expense is not recoverable under this policy.
 - F. Under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage, any person making a claim must:
 - 1. Give **us** written notice and documentation of loss;
 - 2. Submit to examinations by physicians **we** select as often as **we** require; and
 - 3. Authorize **us** to obtain medical reports and other pertinent records.
- We** must be given copies of the legal papers if **suit** is brought against any person believed to be legally responsible.

- G. You and any person seeking coverage under this policy must cooperate with **us** in the investigation, settlement or defense of any claim or **suit**. This includes submitting to statements and examinations under oath, audio or video taped examinations under oath while not in the presence of any other **insured** and sign the transcripts of the statements and examinations. You must give **us** access to any documents which **we** request.
- H. The person to or for whom payment is made under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage must hold in trust for **us** that person's rights of recovery against any legally liable person. That person must do all that is proper to secure such rights and must do nothing to prejudice them. That person must take any required action in that person's name to recover damages and reimburse **us** out of any proceeds to the extent of **our** payment.
- I. When a claim under **MEDICAL PAYMENTS** is involved, the injured person or someone acting on behalf of the injured person must:
1. Give **us**, as soon as possible, written proof of claim under oath if required;
 2. Submit to physical examinations at **our** expense by doctors **we** select, as often as **we** may reasonably require; and
 3. Authorize **us** to obtain medical and other records.

SECTION VII - GENERAL CONDITIONS

A. SEVERABILITY OF INSURANCE

Except as to **our** limit of insurance, this insurance applies separately to each **insured** against whom claim is made or **suit** is brought.

B. BANKRUPTCY

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve **us** of **our** obligations under this policy.

C. POLICY PERIOD; TERRITORY

We cover bodily injury or property damage that occurs during the policy period shown in the Declarations:

1. In the United States of America, its territories or possessions and Canada;
2. While an **auto**, to which this insurance applies, is being transported between any of the places listed in C.1. above; and
3. Anywhere in the world with respect to:
 - a. Products **you** make or sell in a place listed in C.1. above; or
 - b. Activities of an **insured**, resident of a place listed in C.1. above, away for a short time in the course of **your** business

if an **insured** must pay damages as a result of:

- a. A **suit** brought in a place listed in C.1. above; or
- b. A settlement to which **we** agree.

D. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an **insured**; or
2. To sue **us** on this policy unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

E. OTHER INSURANCE

If other valid and collectible insurance is available to the **insured** for a loss **we** cover under **Coverages A or B** of this policy, **our** obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when **2.** and **4.** below applies. If this insurance is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with all that other insurance by the method described in **3.** below.

2. Excess Insurance

This insurance is excess over:

a. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

(2) That is Fire insurance for premises rented to **you** or temporarily occupied by **you** with permission of the owner;

(3) That is insurance purchased by **you** to cover **your** liability as a tenant for **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner; or

(4) If the loss arises out of the maintenance or use of aircraft, **autos** or **watercraft** to the extent not subject to **2. EXCLUSIONS, b.(3) of SECTION II - COVERAGE A.**

b. Any other primary insurance available to **you** covering liability for damages arising out of the premises or operations for which **you** have been added as an additional **insured** by attachment of an endorsement.

When this insurance is excess, **we** will have no duty under **Coverages A or B** to defend the

insured against any **suit** if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

4. This insurance shall be, with respect to any **auto** to which this insurance applies:

a. Primary insurance for any **auto** owned by **you** except when such **auto** is in the care, custody or control of a **garage customer**;

b. Excess insurance over any other collectible insurance for any **auto** **you** do not own; and

c. Excess insurance over any other collectible insurance available to a **garage customer** when an **auto** owned by **you** is in the care, custody or control of such **garage customer**.

5. Subject to 1. and 4. above, this coverage shall be primary when any **trailer** is connected to an **auto** (that is not a **trailer**) to which this insurance applies.

6. Subject to 1. above, this coverage shall be excess when any **trailer** is connected to an **auto** (that is not a **trailer**), except an **auto** (that is not a **trailer**) to which this insurance applies.

F. PREMIUM AUDIT

1. We will compute all premiums for this policy in accordance with our rules and rates.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named **Insured**. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named **Insured**.

3. The first Named **Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

4. We will retain no less than the minimum premiums.

G. REPRESENTATIONS

By accepting this policy, **you** agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations **you** made to **us**; and

3. We have issued this policy in reliance upon **your** representations.

H. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named **Insured**, this insurance applies:

1. As if each Named **Insured** were the only Named **Insured**; and

2. Separately to each **insured** against whom claim is made or suit is brought.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to **us**. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to **us** and help **us** enforce them.

J. -CHANGES

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first Named **Insured** shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.

K. EXAMINATION OF YOUR BOOKS AND RECORDS

We or any of our representatives may examine and audit **your** books and records as they relate to this policy at any time during the policy period and up to three years afterward for the purpose of determining the premium for this insurance.

L. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;

2. Give **you** reports on the conditions we find; and

3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **we** do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

M. PREMIUMS

The first Named **Insured** shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums **we** pay.

N. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death of an individual named **insured**. If **you** die, **your** rights and duties will be transferred to:

1. **Your** spouse, if **you** are an individual;

2. **Your** legal representative but only while acting within the scope of duties as **your** legal representative; and
3. Anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property and only until **your** legal representative is appointed.

O. CONCEALMENT OR FRAUD

This policy is void if, whether before, during or after a loss, any person seeking coverage under this policy has:

1. Intentionally concealed or misrepresented any material fact or circumstance relating to this insurance;
2. Engaged in fraudulent conduct relating to this insurance; or
3. Made false statements relating to this insurance.

P. DUPLICATION OF COVERAGE

1. If this policy and any other insurance policy, form or coverage provided by **us** or a company affiliated with **us**, provide coverage for the same loss or damage, **our** maximum limit of insurance under all the insurance policies, forms or coverages shall not exceed the highest limit of insurance under any single insurance policy, form or coverage applicable to the loss or damage.
2. This condition does not apply to any insurance policy, form or coverage issued by **us** or a company affiliated with **us** to specifically provide excess insurance over this insurance.

NAMED PERSON UNINSURED MOTORIST COVERAGE

Garage Liability

It is agreed:

When NAMED PERSON UM is shown in the Declarations, Uninsured Motorist Coverage applies to the person scheduled and to a **relative** of that person who does not own an **auto**.

All other policy terms and conditions apply.

DEALER'S PLUS COVERAGE PACKAGE

Garage Liability

It is agreed:

Garage Liability Coverage is amended to include the following:

A. INSURANCE AGENTS ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Coverage

We will pay all sums which **you** shall become legally obligated to pay as damages because of errors or omissions that occur in the policy term and in **your** conduct as an automobile physical damage, credit disability income and/or credit life **insurance agent**. This coverage applies only with respect to Automobile Physical Damage, Credit Disability Income and/or Credit Life insurance placed by **you** covering **autos** purchased from **you** in the conduct of **your** business.

2. Exclusions

This insurance does not apply to any liability for any claim or **suit** arising out of any:

- a. **Bodily injury or property damage.**
- b. Libel, slander or any other violation of the right of privacy.
- c. Alleged dishonest, fraudulent, criminal, malicious or intentional act committed by an **insured**, or other party in interest acting alone or in collusion with others.
- d. Warranty of fitness of any Automobile Physical Damage, Credit Disability Income and/or Credit Life contract or agreement.
- e. Claim or **suit** by any

(1) Person who is an **insured**.

(2) Entity wholly or partly owned, operated controlled or managed by an **insured**, or

(3) Entity which owns operates, controls or manages an **insured**.

- f. Alleged violation of any federal, state, or municipal law, regulation, ordinance or code.
- g. Any extended warranty, extended service agreement or mechanical breakdown agreement.
- h. Liability of others assumed by an **insured** under a contract or agreement.
- i. Liability of an **insurance agent** to indemnify an insurer who is otherwise responsible to pay benefits.

3. Definition

Insurance Agent shall mean a person or organization licensed as an agent or broker in the jurisdictions in which **you** sell or service insurance and is any **employee** of **yours**.

4. Limit of Insurance

Our limit of insurance under this coverage shall not exceed the Limit of Insurance shown in the Declarations for Insurance Agents E & O. **Our** limit of insurance for all errors and omissions in any one policy term shall not exceed \$300,000 in the aggregate.

B. SECURITY INTEREST ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Coverage

If after **you** have sold an **auto** during the policy term and:

- a. **You** are responsible for but fail to properly record the security interest of the legal owner or lienholder in motor vehicle title papers; and
- b. The purchaser sells the **auto** or transfers the title with knowledge of but without regards to those interests; and
- c. The legal owner or lienholder sustains a loss for which they make claim against **you**

we will pay the lesser of the actual cash value of the **auto** or the outstanding lien balance which **you** are legally obligated to pay as damages to the legal owner or lienholder.

2. Exclusions

This insurance does not apply to any liability for any claim or **suit** arising out of any:

- a. **Bodily injury or property damage.**
- b. Alleged dishonest, fraudulent, criminal, malicious or intentional act committed by **you** or at **your** direction or consent, whether acting alone or in collusion with others.
- c. Liability of others assumed by an **insured** under any contract or agreement.

3. Limit of Insurance

Our limit of insurance under this coverage shall not exceed the Limit of Insurance shown in the Declarations for Security Interest E & O. **Our** limit of insurance for all errors and omissions in any one policy term shall not exceed \$300,000 in the aggregate.

C. TRUTH IN LENDING ERRORS AND OMISSIONS; LIABILITY COVERAGE

1. Coverage

We will pay damages for which **you** shall become legally obligated to pay **your** customer (borrower) if **you** make an error or omission in completing the loan documents and:

- a. The loan is for the purchase of an **auto** from **you** during the policy period; and
- b. The customer (borrower) becomes obligated to the lender for a longer term or increased periodic monthly liability as a direct result of that error or omission; and
- c. That error or omission is in violation of any federal or state truth-in-lending statute.

2. Exclusions

This insurance does not apply to any liability for any claim or **suit** arising out of any:

- a. **Bodily injury or property damage.**
- b. Alleged dishonest, fraudulent, criminal, malicious or intentional act or acts committed by **you** or at **your** direction or consent, whether acting alone or in collusion with others.
- c. Liability of others assumed by an **insured** under any contract or agreement.
- d. Fines, penalties, and/or attorney's fees imposed under any federal or state statute.

3. Limit of Insurance

Our limit of insurance under this coverage shall not exceed the Limit of Insurance shown in the Declarations for Truth in Lending E & O. **Our** limit of insurance for all errors and omissions in any one policy term shall not exceed \$300,000 in the aggregate.

**D. ODOMETER AND PRIOR DAMAGE DISCLOSURE
STATUTES ERRORS AND OMISSIONS DEFENSE
COVERAGE**

1. Defense Coverage

We shall have the right and duty to defend with counsel of **our** choice any private civil **suit** against **you** for damages sustained as a result of an alleged violation of:

- a. Any federal, state or local statute which pertains to odometer readings;
- b. Any federal, state or local statute which pertains to disclosure of prior damage

occurring during the policy term.

This is a defense coverage only.

2. Exclusions

This insurance does not apply to:

- a. Any **suit** when **you** acknowledge a violation of the statute.
- b. Any sums which **you** shall become legally obligated to pay as damages by reason of liability under such statute and/or any other sums which may be assessed against **you** under such statute and/or any settlement payments.
- c. Defense costs after the date on which **you** are found legally liable under such stat-

ute. This exclusion includes any costs associated with an appeal.

- d. Any **suit** against **you** alleging violation of common law or any state or municipal statute or regulation governing odometer requirements.

3. Limit of Insurance

Our limit for expenses incurred in defense of any claim under this coverage shall not exceed the Limit shown in the Declarations for Odometer & Prior Dmg Def. **Our** limit of insurance for all defense action in any one policy term shall not exceed \$300,000 in the aggregate.

E. SUPPLEMENTARY PAYMENTS

The Supplementary Payments provision of the policy is applicable to this insurance except with respect to bail bonds.

F. DEDUCTIBLE

1. **Our** obligation to pay damages on **your** behalf applies only to the amount of damages in excess of the deductible amount shown in the Declarations.
2. To settle a claim or **suit**, **we** may pay all or any part of the deductible. If this happens, **you** must reimburse **us** for the deductible or that portion that **we** pay.

All other policy terms and conditions apply.

CONTRACTUAL LIABILITY ENDORSEMENT

Garage Liability

It is agreed:

Under **SECTION I - DEFINITIONS, N. Insured Contract**
is amended to include:

Parties:

Date:

In consideration of an additional premium shown in
the Declarations, the term **Insured Contract** includes
the contract specifically described as follows:

Purpose:

All other policy terms and conditions apply.

DRIVE OTHER CARS - BROAD FORM

Garage Liability

It is agreed:

1. **SECTION I - DEFINITIONS, M. Insured**, is deleted and replaced with the following for this endorsement only:

M. Insured means:

1. The named insured,
2. Each named individual shown in the Declarations under Doc-Broad and the spouse of such individual if a resident of the same household, and
3. Any other person or organization legally responsible for the use by such named insured, named individual or spouse of an auto not owned or hired by such person or organization.

2. Under **SECTION II - COVERAGE**, the following provision is added:

DRIVE OTHER CARS - BROAD FORM

- a. When **Bodily Injury Liability** and **Property Damage** Liability is provided under this policy for any owned auto, we will also provide coverage for any other auto.

- b. This coverage does not apply:

- (1) Under divisions 2. and 3. of paragraph 1 of this endorsement, to any **employee** with respect to injury to or sickness, disease or death of another **employee** of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the auto in the business of such an employer;

- (2) If the named individual is an **employee**, to the employer of such individual;

- (3) If the named individual is a partner, to the partnership of which such individual is a member;

- (4) To any auto owned by the named insured or named individual or a member of the same household other than a private chauffeur or domestic servant of the named insured, named individual, or spouse;

- (5) To any auto while used in a business or occupation of the insured, named individual or spouse, unless operated or occupied by such named insured, named individual, spouse, private chauffeur or domestic servant; and

- (6) To any accident arising out of the operation of an auto sales agency, repair shop, service station, storage garage or public parking place.

3. Under **SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE**, the following provision is added for this endorsement only:

This insurance is excess insurance over any other valid and collectible insurance for **Bodily Injury Liability** and for **Property Damage Liability** insurance.

All other policy terms and conditions apply.

VEHICULAR DAMAGE TO LEASED PROPERTY ENDORSEMENT

It is agreed:

Under **SECTION I - DEFINITIONS**, the following is added for this endorsement only:

Leased property means property of the lessor named in the lease agreement, including buildings, building machinery and equipment, fixtures, pumps, and tanks and outdoor equipment, all pertaining to the maintenance, service or occupancy of the premises.

Under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the following is added:

1. COVERAGE

We will pay under the Property Damage Liability coverage of this policy all sums which **you** are legally obligated to pay as damages because of injury to or destruction of **leased property** caused by

physical contact of an **auto** with such **leased property**.

2. EXCLUSIONS

As to such lessor's property and only to the extent required by the coverage provided in this endorsement, exclusion b.(9)(a) is deleted.

Under **SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE**, the following condition is added as respects this coverage only:

If any other insurance carried by **you** or others applies to a loss covered by this endorsement, the insurance afforded by this endorsement shall apply only as excess insurance over such other insurance.

All other policy terms and conditions apply.

SPLIT LIMIT OF LIABILITY ENDORSEMENT

Garage Liability

It is agreed:

SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other than Auto), COVERAGE B AND COVERAGE C is deleted and replaced by the following:

A. COVERAGE A (Other Than Auto), COVERAGE B AND COVERAGE C

1. Coverage A (Other Than Auto) And Coverage B

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or suits brought; or
- (3) Persons or organizations making claims or bringing suits.

b. The General Aggregate Limit is the:

- (1) Most we will pay for; and
- (2) Applies separately to (a) and (b) immediately below:

(a) The sum of:

- 1) Damages under Coverage A for bodily injury;
- 2) Medical expenses under Coverage C; and
- 3) Damages under Coverage B; and

(b) Damages under Coverage A for property damage

except damages because of bodily injury or property damage included in the products-completed operations hazard.

c. The Products-Completed Operations Aggregate Limit is the:

- (1) Most we will pay for; and
- (2) Applies separately to (a) and (b):

(a) Damage under Coverage A for bodily injury; and

(b) Damages under Coverage A for property damage

included in the products-completed operations hazard.

d. Subject to b. above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all personal injury and all advertising injury sustained by any one person or organization.

e. Subject to b. or c. above, whichever applies, the Each Occurrence Limit is:

- (1) The most we will pay for; and
- (2) Applies separately to (a) and (b) immediately below:

(a) The sum of:

1) Damages under Coverage A for bodily injury; and

2) Medical expenses under Coverage C; and

(b) Damages under Coverage A for property damage

because of all **bodily injury** and **property damage** arising out of any one occurrence.

- f. Subject to e. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of **property damage** to any one premises while rented to **you**, or in the case of damage by fire, while rented to **you** or temporarily occupied by **you** with permission of the owner.
- g. Subject to e. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
- h. Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-

Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12 month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

All other policy terms and conditions apply.

TOTAL POLLUTION LIABILITY EXCLUSION

It is agreed:

Under SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS:

1. EXCLUSION b.(7) is deleted;
2. EXCLUSION c.(9)(a) is deleted; and
3. The following exclusion is added to EXCLUSIONS a. Bodily Injury And Property Damage Liability (Other Than Auto) and Bodily Injury And Property Damage Liability (Auto):

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration or escape of **pollutants**.

Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

All other policy terms and conditions apply.

ADDITIONAL INSURED - LESSOR
Garage Liability

It is agreed:

SECTION II - COVERAGE A, Bodily Injury Liability and Property Damage Liability coverages apply to any person or organization listed as an Additional Insured in the schedule below. Coverage applies to the Additional Insured only for **bodily injury** or **property damage** for which the Additional Insured may be legally responsible because of or arising out of the operation of **your auto**. The limits of liability provided to the Additional Insured shall be the lesser of:

1. The limits of liability specified in a contract or **auto** lease agreement between **you** and the Additional Insured; or
2. The Limits of Insurance shown in the Declarations.

These limits of liability are included within and in no event increase the Limits of Insurance shown in the Declarations.

SCHEDULE

Name and P.O. Address

aa

Interest

#####

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

All other policy terms and conditions apply.

ADDITIONAL INSURED ENDORSEMENT - BUILDING OR LAND OWNER Garage Liability

It is agreed:

A. SECTION III - WHO IS AN INSURED, A. With respect to operations in **your** business as described under **SECTION II - COVERAGE A (Other Than Auto)**, and **COVERAGE B AND COVERAGE C** is amended to include as an additional **insured** the person(s) or organization(s) shown in the below Schedule, but only with respect to their liability arising out of the ownership, maintenance or use of that part of the premises or land leased to **you**.

B. This insurance does not apply to:

1. Any **occurrence** which takes place after **you** cease to be a tenant in the premises or lease the land.
2. Structural alterations, new construction or demolition operations performed by

or on behalf of the person or organization shown in the below Schedule.

C. Under SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other Than Auto), COVERAGE B AND COVERAGE C, the following is added:

The limits of liability for the additional **insured** are those specified in the written contract or agreement between the **insured** and the building or landowner, not to exceed the limits provided in the policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

SCHEDULE

Designation of Premises (part leased to **you**):

~~~~~

Name of Person or Organization:

\*\*\*\*\*

(If no entry appears above, information required to compete this endorsement will be shown in the Declarations as applicable to this endorsement).

All other policy terms and conditions apply.

## GARAGE LIABILITY COVERAGE PACKAGE

### Garage Liability

It is agreed:

1. **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

- a. Under 1. **COVERAGE**, the following provisions are added:

#### **BROAD FORM PRODUCTS**

We will pay those sums that **you** become legally obligated to pay as damages because of **property damage** to **your** products arising out of it or any part of it.

#### **BROAD FORM COMPLETED OPERATIONS**

We will pay those sums that **you** become legally obligated to pay as damages because of **property damage** to **your** work arising out of it

or any part of it and included in the **products-completed operations hazard**.

- b. Under 2. **EXCLUSIONS**, b. **Bodily Injury And Property Damage Liability (Other Than Auto)**, the following exclusions (5) and (6) are deleted.

2. Under **SECTION IV - LIMITS OF INSURANCE**, the following is added:

The limit of **our** liability under the above coverages shall not exceed the Limit of Insurance per occurrence shown in the Declarations for **BROAD FORM PRODUCTS COVERAGE AND BROAD FORM COMPLETED OPERATIONS COVERAGE**.

All other policy terms and conditions apply.

# GARAGEKEEPERS COVERAGE

## Garage Liability

It is agreed:

- A. The following coverage is added to SECTION II - COVERAGE:

### GARAGEKEEPERS COVERAGE

#### 1. COVERAGE

We shall pay for direct physical loss of or direct physical damage to an **auto, farm implement, mobile equipment or watercraft** not owned, leased or rented by you, caused by a peril insured against, when such **auto, farm implement, mobile equipment, watercraft** or their equipment is in your care, custody or control for storage, service or repair:

- a. At a location shown in the Declarations;
- b. While temporarily removed from premises shown in the Declarations in the ordinary course of your garage business; or
- c. Elsewhere if you are attending such **auto, farm implement, mobile equipment, watercraft** or their equipment.

We shall pay for direct physical loss of or direct physical damage to an **auto, farm implement, mobile equipment or watercraft** not owned, leased or rented by you, resulting from the following perils only when such peril(s) are shown in the Declarations:

##### a. Named Perils

Named perils consists of only the following perils:

- (1) Fire or lightning;
- (2) Explosion;

- (3) Theft of the entire **auto, farm implement, mobile equipment or watercraft**;

- (4) Riot or civil commotion; and

- (5) Vandalism or malicious mischief.

##### b. Comprehensive

Comprehensive includes:

- (1) All perils except upset or collision with another object or with a vehicle to which it is attached;
- (2) Glass breakage from any cause including upset or collision; and
- (3) Direct physical damage caused by:
  - (a) Missiles or falling objects; or
  - (b) Collision with an animal or bird.

##### c. Collision

Collision includes:

- (1) Accidental collision with another vehicle or object or accidental upset; and
- (2) When this insurance does not provide Named Perils or Comprehensive coverage, colliding with an animal or bird shall be considered collision with another object.

#### 2. EXCLUSIONS

This insurance does not apply to:

- a. Your liability under any agreement assuming any responsibility for loss or damage.
- b. Direct physical loss of or direct physical damage to any **auto, farm implement, mobile equipment, watercraft** or their equipment:

- (1) Owned by any **insured**; or

- (2) Held by **you** for sale.

This exclusion shall not apply to direct physical loss of or direct physical damage to any **auto, farm implement, mobile equipment, watercraft** or their equipment owned by **your employee** or a member of such **employee's** household who pays for the storage, service or repair covered by this endorsement.

- c. Defective parts or materials furnished or faulty work performed on any **auto, farm implement, mobile equipment, watercraft** or their equipment.
- d. Any citizens band radio, mobile telephone, cellular telephone, television, stereo, video cassette player, digital video disc player, audio cassette player, compact disc player, radio or similar device used for the sending, receiving or reproducing communications or sound, including related items, unless permanently installed in the **auto, farm implement, mobile equipment or watercraft**.
- e. Any global positioning system, including related items, unless permanently installed in the **auto, farm implement, mobile equipment or watercraft**.
- f. Loss or damage because of or arising out of the intentional act of any person. This exclusion shall not apply to **you** for acts committed by any other person or organization without **your** knowledge or direction.
- g. Loss or damage while in a building on any **premises** occupied by **you** as a factory or

assembly plant. This exclusion does not apply to salesrooms, service stations or garages.

- h. Loss, however caused, arising directly or indirectly from:

- (1) War, including any undeclared war or civil war;

- (2) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

- (3) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents.

- i. Loss to any **auto, farm implement, mobile equipment or watercraft** while:

- (1) Preparing for;

- (2) Practicing for; or

- (3) Participating in

any prearranged racing, speed, stunting activity, pulling contest or demolition contest.

- j. Your failure, directly or indirectly, to protect covered property from other or additional loss or damage.

- k. Under Named Perils, loss to covered property which results from collision or upset of the **auto** on which it is being transported.

- l. Under Comprehensive coverage:

- (1) Loss or damage resulting from:

- (a) Wear and tear;

- (b) Freezing;

- (c) Mechanical breakdowns; or
- (d) Electrical breakdown, other than burning of wiring.

We will cover such loss or damage if caused by other loss or damage covered by this insurance.

- (2) Loss or damage to tires. We will cover loss or damage to tires if:
  - (a) Caused by fire;
  - (b) Malicious mischief and vandalism;
  - (c) Theft; or
  - (d) It is coincident with other loss or damage covered by this insurance.
- (3) Loss or damage resulting from nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this insurance.
- (4) Loss or damage to headlights. We will cover loss or damage to headlights if coincident with other loss or damage covered by this insurance.

### 3. OPTIONAL COVERAGES

When shown in the Declarations and a premium charged, the following coverages shall apply:

#### a. Customer's Personal Property Coverage

We will extend the Comprehensive Coverage and the Collision Coverage that apply to your garage customer's auto, farm implement, mobile equipment or watercraft to loss or damage to the garage customer's personal property contained in or on your garage customer's auto, farm implement, mobile equipment or watercraft.

This coverage extension is subject to the following:

- (1) The personal property must be owned by your garage customer.
- (2) Comprehensive Coverage is extended only for loss or damage because of:

- (a) Fire;
- (b) Lightning; or
- (c) Theft or attempted theft.

Unless the entire auto, farm implement, mobile equipment or watercraft is stolen, there must be visible signs of someone breaking into the auto, farm implement, mobile equipment or watercraft for (2)(c) above to apply.

- (3) This coverage extension does not apply to:
  - (a) Money or securities.
  - (b) Jewelry.
  - (c) Fine arts.
- (4) Our limit of liability for all loss or damage in any one occurrence under this coverage extension shall not exceed the amount of such loss or damage or \$1,000, whichever is less.

#### b. Replacement And Repairs At Retail Cost

In the event of direct physical loss of or direct physical damage to an auto, farm implement, mobile equipment or watercraft to which GARAGEKEEPERS COVERAGE applies, you must, if we request:

- (1) Replace the covered property; or
- (2) Furnish the labor and materials necessary for repairs to such covered property.

We shall then pay you the retail value for the replaced property or furnished labor and materials.

c. **Labor And Materials**

If an **auto, farm implement, mobile equipment or watercraft** sustains direct physical loss of or direct physical damage to which **GARAGEKEEPERS COVERAGE** applies, we shall pay you the retail value of:

- (1) Labor;
- (2) Materials; and
- (3) Other charges

performed, furnished or incurred by you with respect to such **auto, farm implement, mobile equipment or watercraft**, provided such:

- (1) Labor;
- (2) Materials; and
- (3) Other charges

were performed, furnished or incurred prior to the direct physical loss or direct physical damage.

B. The following is added to **SECTION IV - LIMITS OF INSURANCE** with respect to this coverage only:

- 1. When **GARAGEKEEPERS LEGAL LIABILITY** is shown in the Declarations, we shall pay up to the limit of insurance shown in the Declarations for which you become legally obligated to pay as damages.
- 2. When **GARAGEKEEPERS DIRECT EXCESS COVERAGE** is shown in the Declarations, we shall pay up to the limit of insurance shown in the Declarations for which you become legally obligated to pay as damages. However, if you are not legally obligated to pay, this coverage shall be excess of any other insurance available to the owner or lessee of such **auto, farm implement, mobile equipment or watercraft**.
- 3. When **GARAGEKEEPERS DIRECT PRIMARY COVERAGE** is shown in the Declarations, we shall pay up to the limit of insurance shown in

the Declarations for which you become obligated to pay as damages:

- a. Without regard to your legal liability; and
- b. Without regard to any other insurance available to the owner or lessee of such **auto, farm implement, mobile equipment or watercraft**.
- 4. The limit of insurance shown in the Declarations for this coverage is the most we shall pay for all claims of one or more persons in any one occurrence regardless of the number of:
  - a. **Autos, farm implements, mobile equipment or their equipment** to which this insurance applies;
  - b. **Watercraft** or their equipment to which this insurance applies;
  - c. Premiums charged in the Declarations or premiums paid;
  - d. Claims presented or suits brought; or
  - e. **Autos, farm implements, mobile equipment or watercraft** involved in the occurrence.

C. The following is added to **SECTION V - DEDUCTIBLE** with respect to this coverage only:

If a deductible is shown in the Declarations, this contract or in any attached form or endorsement, we have no obligation to pay damages until the amount of loss exceeds the applicable deductible. We shall then pay the amount of loss in excess of such deductible up to the corresponding limit of liability. If more than one coverage or deductible applies, the corresponding deductibles will be applied separately.

However, with respect to loss or damage under **NAMED PERILS or COMPREHENSIVE COVERAGE**, the deductible shall apply to no more than four (4) **autos, farm implements, mobile equipment, watercraft or their items of equipment** in any one occurrence.

All other policy terms and conditions apply.

**ADDITIONAL INSURED**  
**EXCLUSION - PRODUCTS - COMPLETED OPERATIONS**  
Garage Liability

It is agreed:

1. Under **SECTION III - WHO IS AN INSURED**, the following is added:

The person or organization shown in the below Schedule is an Additional Insured, but only with respect to liability arising out of **your work** for that **insured** by or for **you**.

2. Under **SECTION II - COVERAGES, 2. EXCLUSIONS, b. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Other Than Auto)** the following exclusion is added:

The insurance provided herein to the Additional Insured does not apply to the **products-completed operations hazard**.

3. Under **SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other Than Auto), COVERAGE B AND C, 1. Coverage A (Other Than Auto) And Coverage B**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the **insured** and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

4. Under **SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that person or organization by or for **you**. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

All other policy terms and conditions apply.

Name and P.O. Address

Interest

**ADDITIONAL INSURED****Garage Liability**

It is agreed:

1. Under **SECTION III - WHO IS AN INSURED**, the following is added:

The person or organization shown in the below Schedule is an Additional Insured, but only with respect to liability arising out of **your work** for that **insured** by or for **you**.

2. Under **SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other Than Auto), COVERAGE B AND C, 1. Coverage A (Other Than Auto) and Coverage B**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the **insured** and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in

addition to the Limits of Insurance shown in the Declarations.

3. Under **SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that person or organization by or for **you**. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

All other policy terms and conditions apply.

Name and P.O. Address

Interest

# COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

## Garage Liability

It is agreed:

### 1. EXTENDED WATERCRAFT COVERAGE

Under SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, b. Bodily Injury and Property Damage Liability (Other Than Auto) (3), exclusion (b) is deleted and is replaced by the following:

(b) A watercraft you do not own that is:

- (1) Less than 50 feet long; and
- (2) Not being used to carry persons or property for a charge;

### 2. BROADENED SUPPLEMENTARY PAYMENTS COVERAGE

Under SECTION II - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 4., the amount we will pay for all reasonable expenses incurred at our request including actual loss of earnings is increased from \$250 per day to \$400 per day.

### 3. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, is not attached to this policy, then the following is added to SECTION IV - LIMITS OF INSURANCE:

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products Completed-Operations Aggregate Limit for

any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

### 4. PERSONAL INJURY EXTENSION COVERAGE

a. If the endorsement EXCLUSION -- PERSONAL INJURY AND ADVERTISING INJURY, is attached to this policy, then this provision, 4. PERSONAL INJURY EXTENSION COVERAGE, does not apply.

b. If the endorsement EXCLUSION -- PERSONAL INJURY AND ADVERTISING INJURY, is not attached to this policy, then under SECTION I - DEFINITIONS, S. Personal injury is deleted and replaced by the following:

S. Personal injury means, other than bodily injury, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy; or
6. Discrimination and humiliation.

## 5. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION VI - WHAT YOU MUST DO AFTER AN ACCIDENT, OCCURRENCE OR LOSS**, the following paragraph is added:

Paragraphs **A.** and **B.** of this condition will not serve to deny any claim for failure to provide **us** with notice as soon as practicable after an **occurrence** or an offense which may result in a claim:

- a. If the notice of a new claim is given to **your employee**; and
- b. That **employee** fails to provide **us** with notice as soon as practicable.

This exception shall not apply:

- a. To **you**; or
- b. To any officer, director, partner, risk manager or insurance manager of **yours**.

## 6. FIRE, LIGHTNING, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY

### a. Fire, Lightning, Explosion and Water Damage Legal Liability Coverage

Under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (1) The last paragraph under **2. EXCLUSIONS**, a. is deleted and replaced by the following:

Exclusions **a.(2)**, **a.(3)** and **a.(4)** do not apply to damage by fire, lightning, explosion or water damage to premises rented to **you** or temporarily occupied by **you** with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. FIRE, LIGHTNING, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY, b. Limits of Insurance**.

- (2) The last paragraph under **2. EXCLUSIONS**, b. is deleted and replaced by the following:

Exclusions **b.(2)** thru **b.(9)** and **b.(13)** do not apply to damage by fire, lightning, explosion or water damage to premises rented to **you** or temporarily occupied by **you** with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. FIRE, LIGHTNING, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY, b. Limits of Insurance**.

- (3) The following additional exclusions are added under **2. EXCLUSIONS, b. Bodily Injury And Property Damage Liability (Other Than Auto)** and apply to **property damage** arising out of Water Damage to premises rented to **you** or temporarily occupied by **you** with permission of the owner:

#### (1) Property damage to:

- (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

#### (2) Property damage caused by or resulting from any of the following:

- (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b) Cracking, settling, expansion or shrinking;
- (c) Smoke or smog;
- (d) Birds, insects, rodents or other animals;
- (e) Wear and tear;
- (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent de-

fect or any quality in property that causes such property to destroy or damage itself; or

- (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

- 1) You make a reasonable effort to maintain heat in the building or structure; or
- 2) You drain the equipment and shut off the water supply if the heat is not maintained.

- (3) **Property damage** caused directly or indirectly by any of the following:

- (a) Water that backs up from a drain or sewer;
- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion or effusion;
- (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- (e) Flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;
- (f) Water under the ground surface pressing on, or seeping or flowing through:

- 1) Walls, foundations, floors or paved surfaces;

- 2) Basements, whether paved or not; or

- 3) Doors, windows or other openings.

- (4) **Property damage** for which you are obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of this contract or agreement.

**b. Limits of Insurance**

With respect to this coverage only, under **SECTION IV - LIMITS OF INSURANCE**, paragraph **A.1.f.** is deleted and replaced by the following:

- f. The most we will pay under **Coverage A** for damages because of **property damage** to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion and water damage is the amount shown in the Declarations under Fire, Lightning, Explosion and Water Damage Legal Liability.

- c. Under **SECTION VII - GENERAL CONDITIONS, E. Other Insurance**, paragraph 2., the word Fire is amended to include Fire, Lightning, Explosion or Water Damage.

All other policy terms and conditions apply.



## ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES

### Garage Liability

It is agreed:

- A. SECTION III - WHO IS AN INSURED, A.** With respect to operations in your business as described under **SECTION II - COVERAGE A (Other Than Auto)**, and **COVERAGE B AND C** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as co-owner of the premises shown in the Schedule.
- B. Under SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other Than Auto),**

**COVERAGE B AND C**, the following is added:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the co-owner not to exceed the limits provided in the policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

### SCHEDULE

Name of Person or Organization:

~~~~~

Location of Premises:

~~~~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

**B. Under SECTION IV - LIMITS OF INSURANCE. A. COVERAGE A (Other Than**

The limits of liability for the additional **insured** are those specified in the written contract or agreement between the **insured** and the grantor of franchise, not to exceed the limits provided in the policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

## Name of Person or Organization:

~~~~~

All other policy terms and conditions apply.

EXCLUSION - PRODUCTS / COMPLETED OPERATIONS HAZARDS

Garage Liability

It is agreed:

Under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, b. Bodily Injury And Property Damage Liability (Other Than Auto)**, the following exclusion is added:

Bodily injury or property damage included within the products - completed operations hazard.

All other policy terms and conditions apply.

EXCLUSION - DESIGNATED WORK

Garage Liability

It is agreed:

Under SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, b. Bodily Injury And Property Damage Liability (Other Than Auto), the following exclusion is added:

Bodily injury or property damage included in the **products - completed operations hazard** and arising out of **your work** shown in the below Schedule.

SCHEDULE

Description of your work:

~~~~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

All other policy terms and conditions apply.



**EXCLUSION - DESIGNATED PRODUCTS**  
**Garage Liability**

It is agreed:

Under **SECTION II - COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, b. Bodily Injury And Property Damage Liability (Other Than Auto)**, the following exclusion is added:

**Bodily Injury or property damage included in the products - completed operations hazard and arising out of any of your products shown in the below Schedule.**

**SCHEDULE**

Designated Product(s):

~~~~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

All other policy terms and conditions apply.

Page 1 of 1

HIRED AUTO COVERAGE - DIVISION II

Garage Liability

It is agreed:

HIRED AUTO LIABILITY COVERAGE - DIVISION II

Coverage for **bodily injury** and **property damage** liability provided under **SECTION II COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b. Bodily Injury And Property Damage Liability (Auto)**, is extended as follows under this item, but only if **your** garage operations are covered under Garage Liability Division II as shown on the Declarations and **you** do not have any other insurance available to **you** which affords the same or similar coverage.

We will pay those sums **you** become legally obligated to pay as damages because of **bodily injury** or **property damage** arising out of the maintenance or use of an **auto** or **farm implement**:

- a. **You** do not own;
- b. Which is not registered in **your** name;
- c. Which is hired, leased or rented by **you** or on **your** behalf with **your** expressed permission; and
- d. Which is used in:
 - (1) **Your garage business**; or
 - (2) A business, other than **your garage business**, but not on a regular basis.

All other policy terms and conditions apply.

AMENDMENT OF OTHER INSURANCE PROVISION**Garage Liability**

It is agreed:

Under **SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE**, condition 4. is deleted and replaced with the following:

4. This insurance shall be, with respect to any **auto** to which this insurance applies:

- a. Primary insurance for any **auto** owned by **you**;
- b. Excess insurance over any other collectible insurance for any **auto you** do not own.

All other policy terms and conditions apply.

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT

Garage Liability

It is agreed:

A. Under **SECTION I - DEFINITIONS**, the following definitions are added as they apply to this endorsement only:

1. **Employee Benefit Programs** means group life insurance; group accident and health insurance; profit sharing plans; pension plans; employee stock subscription plans; employee travel or vacation plans; employee savings plans; workers compensation insurance; and unemployment, social security and disability benefits insurance.

2. **Administration means:**

- a. Giving counsel to employees with respect to employee benefit programs;
- b. Interpreting the employee benefit programs;
- c. Handling of records in connection with employee benefit programs; and
- d. Effecting enrollment, termination or cancellation of employees under the employee benefit programs

provided all such acts are authorized by you.

3. **Insured** means the named insured designated in the Declarations and any officer, director or employee, provided such employee is authorized to act in the administration of your employee benefit programs.

4. **Damages** means actual damages for loss suffered but does not include fines, penalties, taxes or exemplary or punitive damages.

B. Under **SECTION II - COVERAGES**, the following coverage is added:

EMPLOYEE BENEFITS LIABILITY INSURANCE

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages:

- a. To an employee, former employee or their beneficiaries of legal representative;
- b. Because of a negligent act, error or omission by the insured or any other person whose act, error or omission the insured is legally liable

in the administration of the insured's employee benefit programs.

2. Exclusions

The coverage provided by this endorsement does not apply to:

- a. Any dishonest, fraudulent, criminal or willful, reckless or malicious act; libel; slander; discrimination or humiliation;
- b. Bodily injury or property damage;
- c. Failure of performance of a contract by any insurer, including failure of an employee benefit program;
- d. The insured's failure to comply with any law concerning workers compensation, unemployment insurance, social security, disability benefits or any similar law;
- e. Failure of stocks or investments to perform as represented by the insured;

- f. Advice given by the insured to an employee to participate or not to participate in investment plans;
- g. An actual or alleged error or omission or breach of duty, committed by a trustee in the discharge of fiduciary duties, obligations or responsibilities imposed by the Employee Retirement Income Security Act of 1974 or any similar legislation;
- h. The inability of employee benefit programs to meet their obligations because of insolvency; or
- i. Failure to secure or maintain adequate insurance or bonds on assets or property of the employee benefit programs.

3. Deductible

We will pay damages in excess of a deductible amount of \$1,000. This deductible applies separately to each claim. If we pay any or all of the deductible amount to settle a claim or

suit, the insured agrees to reimburse us for the deductible amount.

- C. Under SECTION IV - LIMITS OF INSURANCE, the following limits are added as they apply to this endorsement only:

The coverage provided by this endorsement is subject to separate occurrence and aggregate limits which are stated in the Declarations.

- 1. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages during any one policy period, regardless of the number of occurrences.
- 2. Subject to the Aggregate Limit, the Each Occurrence Limit is the most we will pay for the sum of damages arising out of any one occurrence.

All other policy terms and conditions apply.

**ADDITIONAL INSURED
LESSOR OF LEASED EQUIPMENT**
Garage Liability

It is agreed:

- A. **SECTION III - WHO IS AN INSURED**, A. is amended to include as an additional insured, the person(s) or organization(s) shown in the below Schedule, but only with respect to liability for **bodily injury, property damage, personal injury or advertising injury** caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person(s) or organization(s).
- B. This insurance does not apply to any occurrence which takes place after the equipment lease expires.

- C. Under **SECTION IV - LIMITS OF INSURANCE, A. COVERAGE A (Other Than Auto), COVERAGE B AND C**, the following is added:

The limits of insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor not to exceed the limits provided in the policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

All other policy terms and conditions apply.

Arkansas
UNINSURED MOTORIST COVERAGE
 Garage Liability

It is agreed:

1. DEFINITIONS

a. The following definitions apply only to this coverage and are in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

(1) **Occupying** means being in or on an **auto** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **auto**.

(2) **Uninsured auto** means an **auto**:

(a) To which no **bodily injury** liability bond or liability insurance policy applies:

1) At the time of the **occurrence**; and

2) In at least the minimum amounts required by the Financial Responsibility Law in the state where **your auto** is normally garaged.

(b) Insured by a company that is or becomes insolvent.

(c) Insured by a company that has issued a successful written denial of coverage.

(d) That is a hit and run **auto**. By this we mean an **auto**:

1) That causes **bodily injury** by actual direct physical contact with the injured person or the **auto** the injured person is **occupying**; and

2) Whose owner or operator is unknown.

An **occurrence** involving a hit and run **auto** must be reported to the police within 24 hours of when it takes place.

Uninsured auto does not include an **auto**:

(a) Owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**.

(b) Owned or operated by a self-insurer under any **auto** law.

(c) Owned by any governmental unit or agency.

(d) Located for use as a residence or premises.

(e) That is designed for use primarily off public roads except while actually on public roads.

(f) That is an underinsured **auto**. Underinsured **auto** means an **auto** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence** in at least the minimum amounts required by the Financial Responsibility Law in the state where **your auto** is normally garaged, however, the limits of insurance provided are less than those shown in the Declarations for Underinsured Motorist Coverage.

- b. For this coverage only, the definition of **auto** contained in **SECTION I - DEFINITIONS** of the policy is deleted and replaced by the following:

Auto means a **trailer** or land motor vehicle.

2. COVERAGE

- a. We will pay compensatory damages any person is legally entitled to recover from the owner or operator of an **uninsured auto** for **bodily injury** sustained while **occupying** an **auto** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy including an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of the policy while such **auto** is out of service because of its breakdown, repair or servicing.
- b. If the first Named **Insured** in the Declarations is an individual, this coverage is extended as follows:
- (1) We will pay compensatory damages you are legally entitled to recover from the owner or operator of an **uninsured auto** for **bodily injury** you sustain:
- (a) When you are not **occupying** an **auto** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
- (b) When **occupying** an **auto** you do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.
- (2) The coverage extended in 2.b.(1) above is also afforded to a **relative** who does not own an **auto**.
- c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured auto**.

- d. Whether an injured person is legally entitled to recover damages and the amount of the damages shall be determined by agreement between the injured person and **us**. We will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Coverage does not apply:

- a. To punitive or exemplary damages which means those damages imposed to punish a wrongdoer and to deter others from similar conduct.
- b. To any person injured while **occupying** or injured by any **auto** which is owned or leased by such person injured if such **auto**:
- (1) Is designed primarily for use on public roads;
- (2) Is required to be registered and licensed prior to its use on public roads; and
- (3) Is not insured for Uninsured Motorist Coverage by the policy.
- c. To any person who settles the **bodily injury** claim without **our** written consent.
- d. To directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF INSURANCE

We will pay compensatory damages for **bodily injury** up to the Limit of Insurance for Uninsured Motorist Coverage shown in the Declarations as follows.

- a. The limit shown for "each person" is the amount of coverage and the most we will pay for all compensatory damages because of or arising out of **bodily injury** to one person in any one **occurrence**. All claims resulting from or arising out of such **bodily injury** shall col-

lectively be subject to this limit and constitute a single claim.

- b. The limit shown for "each occurrence" is the total amount of coverage and the most we will pay, subject to 4.a. above, for all compensatory damages because of or arising out of **bodily injury** to two or more persons in any one **occurrence**. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.

- c. The Limit of Insurance is not increased because of the number of:

- (1) **Autos** shown or premiums charged in the Declarations;
- (2) Claims made or **suits** brought;
- (3) Persons injured;
- (4) **Autos** involved in the **occurrence**; or
- (5) Persons to which this coverage applies.

- d. When Uninsured Motorist Coverage applies to two or more **autos**, the Limit of Insurance for each such **auto**:

- (1) Shall not be stacked in any manner to provide higher limits of insurance than would apply if this coverage applied to only one **auto**.
- (2) May not be added to the limits for the same or similar coverage in any manner to provide higher limits of insurance than would apply if this coverage applied to only one **auto**.

- e. The amount we pay will not duplicate by any amounts paid or payable for the same **bodily injury**:

- (1) Under **SECTION II - LIABILITY COVERAGE** of the policy;

- (2) Under any Underinsured Motorist Coverage, if provided by the policy;

- (3) Under any Auto Medical Payments Coverage, if provided by the policy;

- (4) Under any Personal Injury Protection benefits, if provided by the policy; or

- (5) By or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNINSURED MOTORIST COVERAGE

If there is other Uninsured Motorist Coverage which applies, we will pay our share of the damages. Our share will be the ratio of our limit of insurance to the total of all limits which apply. Total damages payable for one **occurrence** shall be considered not to exceed the limit of insurance of the applicable policy that has the highest limit of insurance.

The coverage extended to **autos** not owned by:

- a. The first Named **Insured**; or
- b. If the first Named **Insured** is an individual, his or her spouse, if a resident of the same household

other than an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of this policy while such **auto** is out of service because of its breakdown, repair or servicing, will be excess over any other coverage available to the injured person.

This coverage shall be primary with respect to an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II LIABILITY COVERAGE** of this policy while such **auto** is out of service because of its breakdown, repair or servicing.

6. CONDITIONS

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Page 3 of 4

The following condition applies to this coverage in addition to those contained in **SECTION VII - GENERAL CONDITIONS** of the policy.

TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Uninsured Motorist Coverage must make a claim and bring **suit** for compensatory damages in accordance with the terms and conditions of the policy. Such claim must be made and **suit** must be brought:

(a) Within five years after the **occurrence**; or

(b) Within one year after the liability insurer for the owner or operator of the **auto** liable to the injured person has become the subject of insolvency proceedings in any state

whichever is later and provided that the person making the claim has not prejudiced **our** subrogation rights.

All other policy terms and conditions apply.

Arkansas
UNDERINSURED MOTORIST COVERAGE
 Garage Liability

It is agreed:

1. DEFINITIONS

a. The following definitions apply only to this coverage and are in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- (1) **Occupying** means being in or on an **auto** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **auto**.
- (2) **Punitive or exemplary damages** means those damages imposed to punish a wrongdoer and to deter others from similar conduct.
- (3) **Underinsured auto** means an **auto** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence** in at least the minimum amounts required by the Financial Responsibility Law in the state where **your auto** is normally garaged, however the limits of insurance provided are less than those shown in the Declarations for Underinsured Motorist Coverage.

Underinsured auto does not include an **auto**:

- (a) Owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**.
- (b) Owned or operated by a self insurer under any **auto** law.
- (c) Owned by any governmental unit or agency.

(d) Located for use as a residence or premises.

(e) That is designed for use primarily off public roads except while actually on public roads.

(f) That is an uninsured **auto**. Uninsured **auto** means an **auto**:

1) To which no **bodily injury** liability bond or liability insurance policy applies:

a) At the time of the **occurrence**; and

b) In at least the minimum amounts required by the Financial Responsibility Law in the state where **your auto** is normally garaged.

2) Insured by a company that is or becomes insolvent.

3) Insured by a company that has issued a successful written denial of coverage.

4) That is a hit and run **auto**. By this **we** mean an **auto**:

a) That causes **bodily injury** by actual physical contact with the injured person or the **auto** the injured person is **occupying**; and

b) Whose owner or operator is **unknown**.

An **occurrence** involving a hit and run **auto** must be reported to the police within 24 hours of when it takes place.

- b. For this coverage only, the definition of **auto** contained in **SECTION I - DEFINITIONS** of the policy is deleted and replaced by the following:

Auto means a **trailer** or land motor vehicle.

2. COVERAGE

- a. We will pay compensatory damages any person is legally entitled to recover from the owner or operator of an **underinsured auto** for **bodily injury** sustained while occupying an **auto** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy including an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of the policy while such **auto** is out of service because of its breakdown, repair or servicing.

- b. If the first Named **Insured** in the Declarations is an individual, this coverage is extended as follows:

- (1) We will pay compensatory damages you are legally entitled to recover from the owner or operator of an **underinsured auto** for **bodily injury** you sustain:

- (a) When you are not occupying an **auto** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or

- (b) When occupying an **auto** you do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.

- (2) The coverage extended in 2.b.(1) immediately above is also afforded to a **relative** who does not own an **auto**.

- c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **underinsured auto**.

- d. Whether an injured person is legally entitled to recover damages and the amount of the damages shall be determined by agreement between the injured person and us. We will not be bound by any judgments for damages obtained or settlements made without our written consent.

3. EXCLUSIONS

Underinsured Motorist Coverage does not apply:

- a. To **punitive or exemplary damages**.
- b. To any person injured while **occupying** or injured by any **auto** which is owned or leased by such person injured if such **auto**:
 - (1) Is designed primarily for use on public roads;
 - (2) Is required to be registered and licensed prior to its use on public roads; and
 - (3) Is not insured for Underinsured Motorist Coverage by the policy.
- c. To any person who settles the **bodily injury** claim without our written consent.
- d. To directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF INSURANCE

We will pay compensatory damages for **bodily injury** up to the Limit of Insurance for Underinsured Motorist Coverage shown in the Declarations as follows.

- a. The limit shown for "each person" is the amount of coverage and the most we will pay for all compensatory damages because of or arising out of **bodily injury** to one person in any one **occurrence**. This limit shall be reduced by those amounts available for payment under all applicable **bodily injury** liability

bonds and liability insurance policies covering persons liable to the injured person. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.

b. The limit shown for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to 4.a. above, for all compensatory damages because of or arising out of **bodily injury** to two or more persons in any **one occurrence**. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.

c. The Limit of Insurance is not increased because of the number of:

(1) **Autos** shown or premiums charged in the Declarations;

(2) Claims made or **suits** brought;

(3) Persons injured;

(4) **Autos** involved in the **occurrence**; or

(5) Persons to which this coverage applies.

d. When Underinsured Motorist Coverage applies to two or more **autos**, the limit of insurance shown for each such **auto**;

(1) Shall not be stacked in any manner to provide higher limits of insurance than would apply if this coverage applied to only one **auto**.

(2) May not be added to the limits for the same or similar coverage to provide higher limits of insurance than would apply if this coverage applied to only one **auto**.

e. The amount **we** pay will not duplicate by any amounts paid or payable for the same **bodily injury**:

(1) Under **SECTION II - LIABILITY COVERAGE** of the policy; or

(2) Under any Uninsured Motorist Coverage if provided by the policy;

(3) Under any Auto Medical Payments coverage, if provided by the policy;

(4) Under any Personal Injury Protection benefits, if provided by the policy; or

(5) By or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNDERINSURED MOTORIST COVERAGE

If there is other Underinsured Motorist Coverage which applies, **we** will pay our share of the damages. Our share will be the ratio of our limit of insurance to the total of all limits which apply. Total damages payable for one **occurrence** shall be considered not to exceed the limit of insurance of the applicable policy that has the highest limit of insurance.

The coverage extended to **autos** not owned by:

a. The first Named **Insured**; or

b. If the first Named **Insured** is an individual, his or her spouse, if a resident of the same household

other than an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of the policy while such **auto** is out of service because of its breakdown, repair or servicing, will be excess over any other coverage available to the injured person.

This coverage shall be primary with respect to an **auto** loaned, with or without consideration, by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of the policy while such **auto** is out of service because of its breakdown, repair or servicing.

6. CONDITIONS

The following condition applies in addition to those contained in **SECTION VII - GENERAL CONDITIONS** of the policy.

a. TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Underinsured Motorist Coverage must make a claim and bring **suit** for compensatory damages in accordance with the terms and conditions of the policy. Such claim must be made and **suit** must be brought:

- (1) Within five years after the **occurrence**; or
- (2) Within one year after the liability insurer for the owner or operator of the **auto** liable to the injured person has become the subject of insolvency proceedings in any state

whichever is later and provided that the person making the claim has not prejudiced **our** subrogation rights.

b. NOTICE OF PROPOSED SETTLEMENT - SUBROGATION RIGHTS

If an injured person or, in the case of death, the personal representative of such person agrees to settle a claim with a liability insurer and its insured, and such settlement does not fully satisfy the claim so as to create an underinsured motorist claim, written notice of the proposed settlement must be submitted to **us** by certified mail, return receipt requested. The written notice shall include:

- (1) Written documentation of pecuniary losses incurred, including copies of medical bills;
- (2) Written authorization or a court order authorizing **us** to obtain medical reports from all employers and medical providers; and
- (c) Written confirmation from the tortfeasor's liability insurer as to the amount of the alleged tortfeasor's liability limits and the

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terms of the proposed settlement, which shall in no event include any component sum representing **punitive or exemplary damages**. However, in no event shall evidence of the referenced liability limits, the fact that a proposed settlement was reached or the terms of the proposed settlement be admissible in any civil action with the sole exception of:

- (a) Actions by **us** to enforce subrogation rights under Arkansas law; and
- (b) Actions by first **underinsured auto** insureds against their insurer to enforce their contract or a settlement under Arkansas law.

We shall then have thirty (30) days after receipt thereof to consider authorization of the settlement or retention of **our** subrogation rights.

If **we** choose to preserve **our** subrogation rights, **we** shall refuse permission to settle the claim and shall then, within thirty (30) days after receipt of notice of the proposed settlement, pay to the injured person the amount of the written offer from the underinsured motorist's liability insurer. **We** shall then, upon final resolution of the underinsured motorist claim, be entitled to seek subrogation against the liability insurer to the extent of its limit of liability insurance, and the underinsured motorist for the amounts paid to the injured person. **We** shall, to the extent of such payment, be entitled to the proceeds of any settlement or judgment resulting from the exercise of any rights of recovery against any person or organization legally responsible for the **bodily injury** for which such payment was made. **You** agree that **we** may bring a legal action in **your** name, or as **your** subrogee, at **our** expense with attorneys of **our** choice, and **you** and any person receiving payments under this Underinsured Motorist Coverage agree to attend **your** depositions and the trial and to cooperate and assist **us** in the prosecution of such action. **We** shall be entitled to recover any payment made under this

Underinsured Motorist Coverage, **our** attorney's fees and all **our** costs of collection.

If **we** authorize settlement or fail to respond as required by the above paragraph, the injured person may execute a full release and finalize the proposed set-

tlement without prejudice to any **underinsured motorist** claim.

This provision shall not apply in the event the tortfeasor is insured by **us** or a company affiliated with **us**.

All other policy terms and conditions apply.

Arkansas
UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE
 Garage Liability

It is agreed:

1. DEFINITIONS

- a. The following definition applies only to this coverage and is in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

Uninsured auto means an **auto**:

- (1) To which no **property damage** liability bond or insurance policy applies:
 - (a) At the time of the **occurrence**; and
 - (b) In at least the minimum amounts required by the state where **your auto** is normally garaged.
- (2) Insured by a company that becomes insolvent.
- (3) Insured by a company that has issued a *successful written denial of coverage*.

Uninsured auto does not include an **auto**:

- (1) Owned or leased, by furnished to or available for regular use of **you** or anyone living with **you**.
- (2) Owned or operated by a self-insurer under any **auto** law.
- (3) Owned by any governmental unit or agency.
- (4) Located for use as a residence or premises.
- (5) That is designed for use primarily off public roads except while actually on public roads.

- b. For this coverage only, the definition of **auto** and the definition of **property damage** contained in **SECTION I - DEFINITIONS** of the policy are deleted and replaced by the following:

Auto means a **trailer** or land motor vehicle.

Property damage means damage to or destruction of tangible property, including a reasonable allowance for loss of use of **your auto**, but does not include loss of use of any other tangible property.

2. COVERAGE

- a. We will pay damages **you** are legally entitled to recover from the owner or operator of an **uninsured auto** for **property damage** to **your auto** provided **your auto** is covered by **SECTION II - LIABILITY COVERAGE** of the policy including an **auto** loaned with or without compensation by a duly licensed **auto** dealer for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** covered by **SECTION II - LIABILITY COVERAGE** of the policy while such **auto** is out of service because of its breakdown, repair or servicing.

- b. The **property damage** must:

- (1) Be *accidental*;
- (2) Be caused by actual physical contact between **your auto** and the **uninsured auto** whose owner or operator has been identified; and
- (3) Arise out of the ownership, maintenance or use of the **uninsured auto**.

- c. Whether **you** are legally entitled to recover damages and the amount of damages shall be determined by agreement between **you** and **us**. **We** will not be bound by any judgment for damages obtained or settlement made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Property Damage Coverage does not apply:

- a. To **property damage** caused by any **auto** whose owner or operator is not identified.
- b. To **property damage** to personal property located in or upon **your auto**.
- c. To inure directly or indirectly to the benefit of any insurer of property.
- d. To **property damage** to **your auto** for which **you** have been compensated by other **property damage** liability or physical damage insurance.
- e. To **property damage** to any **auto** insured under the Collision coverage of any policy.

4. LIMIT OF INSURANCE

- a. The most **we** shall pay for **property damage** to **your auto** resulting from any one **occurrence** shall not exceed the lesser of:

- (1) The Limit of Insurance for Uninsured Motorist Property Damage shown in the Declarations; or

- (2) The actual cash value of **your auto** at the time of the **occurrence**

less the Uninsured Motorist Property Damage deductible shown in the Declarations.

The deductible shown in the Declarations shall not apply if:

- (1) The **auto** involved in the accident is insured by **us** for both Collision and Uninsured Motorist Property Damage coverage; and

- (2) The operator of the other **auto** involved in the accident has been positively identified and is solely at fault.

- b. The Limit of Insurance is not increased because of the number of:

- (1) **Autos** shown or premiums charged in the Declarations;

- (2) Claims made or **suits** brought; or

- (3) **Autos** involved in the **occurrence**.

- c. When Uninsured Motorist Property Damage Coverage applies to two or more **autos**, the limit of insurance shown for each such **auto** shall not be stacked in any manner to provide higher limits of insurance than would apply if this coverage applied to only one **auto**.

5. CONDITIONS

The following condition applies in addition to those contained in **SECTION VII - GENERAL CONDITIONS** of the policy.

TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Uninsured Motorist Property Damage Coverage must:

- a. Present a claim for compensatory damages according to the terms and conditions of the policy; and

- b. Within five years after the **occurrence**.

All other policy terms and conditions apply.

Arkansas
PERSONAL INJURY PROTECTION
 Garage Liability

It is agreed:

SECTION I - DEFINITIONS

The following definitions apply to this endorsement. Definitions contained in the policy do not apply to this endorsement.

1. **Auto** means every self-propelled vehicle that is designed for use upon a highway, including trailers and semi-trailers designed for use with such motorized vehicles. **Auto** does not include:

- a. Any vehicle operated on crawler treads or rails;
- b. Vehicles located for use as a residence or premises; or
- c. Farm tractors or other equipment designed for use off public roads while not on public roads.

2. **Injured person** means:

- a. If the first named insured shown in the Declarations is an individual:
 - (1) **You**, when injured in an accident involving an **auto**, except when the injury is the result of the maintenance, use or operation of an **auto** you own that is not insured by this endorsement;
 - (2) A **relative**, when injured in an accident involving any **auto**, except when the injury is the result of the maintenance, use or operation of an **auto** owned by the injured **relative** that is not insured by this endorsement or when the injury is the result of the maintenance, use or operation of an **auto** you own that is not insured by this endorsement; and

- b. Any other individual who is neither a named insured nor an additional insured under any other policy that provides the prescribed minimum coverages and whose injuries arise out of an **auto** accident:

- (1) While **occupying** the **insured auto** with **your** express or implied consent; or
- (2) While a **pedestrian**, if the accident involves the **insured auto**.

This does not include **injury** arising out the maintenance, use or operation of an **auto** that is not an **insured auto**.

3. **Injury** means physical injury, sickness or disease sustained by a person including resulting death of that person.

4. **Insured auto** means:

- a. An **auto** to which the:
 - (1) Bodily injury liability insurance of the policy; and
 - (2) The personal injury protection coverage of this endorsement apply
 and for which **you** are required to maintain the owner's or operator's security required by the State of Arkansas.
- b. An **auto** loaned to **you** or to a **relative** by a duly licensed **auto** dealer for use:
 - (1) As a demonstrator **auto**; or

- (2) As a temporary substitute **auto** for an **auto** described in 4.a. above while such **auto** is out of service because of its breakdown, repair or servicing.

5. **Insured private passenger auto** means a passenger or station wagon type **auto** with four or more wheels; a pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or a motor home:

- a. To which the bodily injury liability insurance of the policy; and
- b. The personal injury protection coverage of this endorsement apply

and for which **you** are required to maintain the owner's or operator's security required by the State of Arkansas.

Insured private passenger auto includes an **auto** loaned to **you** or to a **relative** by a duly licensed **auto** dealer for use:

- a. As a demonstrator **auto**; or
- b. As a temporary substitute **auto** for an **auto** described in 5.a. above while such **auto** is out of service because of its breakdown, repair or servicing.

- 6. **Occupying** means being in or on an **auto** as a passenger or **operator**, or being engaged in the immediate acts of entering, boarding or alighting from an **auto**.
- 7. **Occurrence** means an accident that results in **injury** and includes as one **occurrence**, all continuous or repeated exposure to substantially the same generally harmful conditions.
- 8. **Operator** means every person who is in actual physical control of an **auto**.
- 9. **Relative** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption or who is **your** ward or foster child. **Relative** includes such person who usually resides

in **your** household but temporarily lives elsewhere.

10. **Pedestrian** means any individual not **occupying** any vehicle except a:

- a. Vehicle operated by the power of an animal or a human; or
- b. A motorcycle.

11. **We, us or our** means the Company providing this insurance.

12. **You or your** means the first individual or organization named in the Declarations.

SECTION II - PERSONAL INJURY PROTECTION

1. COVERAGE

The following coverages are provided without regard to fault only when shown in the Declarations.

a. Medical And Hospital Benefits

When MEDICAL AND HOSPITAL BENEFITS are shown in the Declarations, we will pay **Medical And Hospital Benefits** to or for an **injured person** who sustains accidental **injury** arising out of the maintenance, use or operation of an **insured auto** as an **auto**. **Medical And Hospital Benefits** means all reasonable and necessary expenses incurred within 24 months of the **occurrence** of the **auto** accident for:

- (1) Medical;
- (2) Hospital;
- (3) Professional nursing;
- (4) Dental;
- (5) Surgical;
- (6) Ambulance;
- (7) Funeral expenses;
- (8) Prosthetic services; and

- (9) Nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

b. Income Disability Benefits

When INCOME DISABILITY BENEFITS are shown in the Declarations, we will pay to the injured person:

- (1) Loss of gross income from work the injured person would have earned, but cannot, because of injury arising out of the maintenance, operation or use of an insured auto as an auto after the occurrence of the auto accident.
- (2) In the event the injured person is a non-income earner, expenses which are reasonably incurred for essential services in lieu of those the injured person would have performed without income, but cannot, because of injury arising out of the maintenance, use or operation of an insured auto as an auto after the occurrence of the auto accident.

Benefits shall be payable for the period commencing eight days after the date of the auto accident and shall not exceed fifty-two weeks.

c. Accidental Death Benefits

When ACCIDENTAL DEATH BENEFITS are shown in the Declarations, we will pay an Accidental Death Benefit in the event injury, sickness or disease directly resulting from the occurrence of an auto accident and arising out of the maintenance, operation or use of an insured private passenger auto as an auto solely causes the death of the injured person within one year of the date of the auto accident.

2. EXCLUSIONS

a. Medical And Hospital Expense Benefits, Income Disability Benefits And Accidental Death Benefits

We will not pay Medical And Hospital Expense Benefits, Income Disability Benefits nor any Accidental Death Benefits because of injury:

- (1) To any person while occupying an auto owned by or furnished to or available for regular use by the injured person or any relative of such injured person, if the auto is not an insured auto.
- (2) To any person while operating the insured auto without the express or implied consent of you or a relative or while not in lawful possession of the insured auto.
- (3) To any person while occupying any auto, other than the insured auto, without the express or implied consent of the owner of such auto.
- (4) To any person because of war, whether or not declared, insurrection or any of their consequences.
- (5) To any person resulting from radioactive, toxic, explosive or other hazardous properties of nuclear materials.
- (6) To any person operating or employed by an auto garage, repair shop, sales agency, service station or public parking place. This exclusion does not apply to:
 - a) You;
 - b) A relative; or
 - c) Any person associated or employed by youwhile using the insured auto in such business.
- (7) To any person that would be payable under any workers compensation law, unemployment compensation or disability benefits law or any similar law. This exclusion does not apply to Accidental Death Benefits.

- (8) To any person, if that person's conduct contributes to his or her injury by intentionally causing the injury to himself or herself.
- (9) To any person while committing a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.
- (10) To any person arising out of the use of any **auto** while located for use as a residence or premises.

3. LIMITS OF LIABILITY

a. Medical And Hospital Expense Benefits

- (1) Except as provided in 3.a.(2) below, our limit of liability for payment of **Medical And Hospital Expense Benefits** to or for any one **injured person** for **injury** because of or arising out of any one **auto** accident shall not exceed the limit shown in the Declarations for reasonable and necessary medical expenses.
- (2) Our limit of liability for payment of **Medical And Hospital Expense Benefits** to or for any one **injured person**, other than **you** or a **relative**, for **injury** sustained while a **pedestrian** struck by an **insured auto** shall not exceed the limit shown in the Declarations.

We may pay the **injured person** or any person or organization providing covered services. All such payments will reduce the amount payable under this benefit for **injury** sustained by that **injured person**.

b. Income Disability Benefits

Our limit of liability for payment of **Income Disability Benefits** will be as follows:

- (1) 70% of loss of gross income from work the **injured person** would have earned, subject to a maximum of \$140 per week. If a greater amount is shown in the Declarations, we will pay up to that amount.

- (2) For a nonincome earner, covered and incurred expenses subject to a maximum of \$70 per week or any fractional part of a week. If a greater amount is shown in the Declarations, we will pay up to that amount.

c. Accidental Death Benefits

Our limit of liability for payment of **Accidental Death Benefits** are \$5,000 in the event of a covered accidental death of an **injured person**. If a greater amount is shown in the Declarations, we will pay up to that amount.

These amounts are the most we pay each **injured person** in any one **auto** accident and will not be increased because of the number of **injured persons**, bonds or policies applicable, premiums paid, **insured autos** or claims made.

SECTION III - CONDITIONS

1. ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this coverage.

2. NOTICE

In the event of an **auto** accident, written notice containing particulars sufficient to identify the **injured person** and also reasonably obtainable information respecting the time, place and circumstances of the **auto** accident must be given by or on behalf of each **injured person** to **us** or any of our authorized agents as soon as practicable.

If an **injured person**, his or her legal representative or his or her dependent survivors shall institute legal action to recover damages for **injury** against a person or organization who is or may be liable, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded to **us** as soon as practicable by the **injured person**, his or her legal representative or his or her survivors.

3. MEDICAL REPORTS AND PROOF OF CLAIM

As soon as practicable, the **injured person** or someone on his or her behalf shall give to **us** written proof of claim, under oath if required, including full particulars of the nature and extent of the injury, treatment and rehabilitation received and contemplated, and such other information as may assist **us** in determining the amount due and payable. The **injured person** shall submit to physical and mental examinations by physicians selected by **us** when and as often as **we** may reasonably require. **We** shall pay for such examinations.

4. OTHER INSURANCE, NONDUPLICATION AND COORDINATION

a. Coverage for **Medical And Hospital Expense Benefits**, is subject to the following:

- (1) Except as provided elsewhere in this endorsement, if **you** are entitled to coverage for **Medical And Hospital Expense Benefits** under this policy or any similar **auto** insurance policy for loss covered under **Medical And Hospital Expense Benefits**, **we** shall not be liable for a greater proportion of such loss than the applicable limit of liability that this policy bears to the total applicable limits of liability of all such insurance.
- (2) In the event of **injury** to a **relative**, if a **relative** is entitled to coverage for **Medical And Hospital Expense Benefits** or any similar coverage as a named insured under any similar **auto** insurance policy providing benefits without regard to fault, this policy will only apply as excess insurance over all other collectible insurance available to such **relative**.
- (3) In the event of **injury** to any person other than **you** or a **relative**, if such person is entitled to coverage for **Medical And Hospital Expense Benefits** or any similar coverage as a named insured or **relative** under the terms of any other **auto** insurance policy providing benefits without regard to fault, this policy will only apply as excess

insurance over all other collectible insurance available to such person.

No **injured person** may recover duplicate **Medical And Hospital Expense Benefits** for the same elements of loss.

b. Coverage for **Income Disability Benefits** and **Accidental Death Benefits** are subject to the following:

- (1) If **you** or a **relative** has other collectible insurance under any other **auto** insurance policy, the maximum recovery under all **auto** insurance policies shall not exceed the amount payable under the **auto** policy with the highest dollar limit of benefits. **We** shall not be liable for a greater proportion of such loss than the applicable limit of liability that this policy bears to the total applicable limits of liability of all such insurance.

In the event of **injury** to any person other than **you** or a **relative**, the coverage for **Income Disability Benefits** and **Accidental Death Benefits** will be excess over all other collectible insurance available to such person.

Coverage afforded by this endorsement is primary coverage for only **injury** sustained by an **injured person** in an **auto** accident arising out of the operation or use of the **insured auto** as an **auto**; and

No **injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved plans of self-insurance.

If an **injured person** has other similar insurance that is available and applicable to the **auto** accident, that total amount recoverable shall not exceed the amount payable under the provisions of the insurance providing the highest dollar limit.

We shall not be liable for an amount greater than the proportion that **our** limit of liability bears to the sum of the limits of liability of all applicable insurance that applies on the same basis.

5. SUBROGATION

In the event of any payment under **Medical And Hospital Expense Benefits** or **Income Disability Benefits**, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those pay-

ments. That person must do everything necessary to secure such rights, do nothing to prejudice those rights, and shall execute and deliver to us instruments and papers necessary to secure his or her rights and obligations under this provision.

All other policy terms and conditions apply.

Arkansas
POLICY CANCELLATION AND NONRENEWAL
Garage Liability

It is agreed:

Under **SECTION VII - GENERAL CONDITIONS**, the following conditions are added:

CANCELLATION

- a. **You** may cancel this policy by returning it to **us** or any of **our** authorized agents or by giving **us** written notice of the future date at which **you** wish the cancellation to take effect.
- b. **We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** last address shown in the Declarations. This notice shall be mailed or delivered:
 - (1) at least 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
 - (2) at least 20 days prior to the effective date when the reason for cancellation is other than nonpayment of premium.
- c. If this policy has been in effect for less than 60 days and is not a renewal, **we** may cancel for any reason.
- d. If this policy has been in effect for 60 days or more, or is a renewal, **we** may only cancel for one or more of the following reasons:
 - (1) nonpayment of premium;
 - (2) **you** or any driver of **your automobile** has been convicted of:
 - (a) driving while intoxicated; or
 - (b) homicide or assault arising out of the use of an **automobile**;
 - (3) three (3) separate convictions for speeding during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (4) three (3) separate convictions for reckless driving during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (5) three (3) convictions for speeding or reckless driving combined during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (6) **your** driver's license or **automobile** registration or the driver's license or **automobile** registration of any other operator who either resides in the same household or who customarily operates an **automobile** insured under this policy has been under suspension or revocation during the policy period or up to one hundred eighty (180) days immediately preceding the effective date of the policy period stated in the Declarations;
 - (7) fraud or misrepresentation of a material fact, the knowledge of which would have caused **us** to decline to issue this policy; or
 - (8) nonpayment of membership dues when they are a requirement in the bylaws, agreements, or other legal instruments of **ours** before issuance and maintenance of the policy.
- e. If this policy is canceled, **we** will mail or deliver written notice of cancellation to any lienholder or lessee shown in the Declarations.

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f. If this policy is canceled, we will refund unearned premium, if any, pro rata.

tions. This notice will be mailed or delivered at least 30 days prior to the expiration of this policy.

NONRENEWAL

All other policy terms and conditions apply.

If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to you at your last address shown in the Declara-

Arkansas
AMENDATORY ENDORSEMENT
 Garage Liability Policy

It is agreed:

1. SECTION II COVERAGE, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. COVERAGE, b. Bodily Injury And Property Damage Liability (Auto), is amended as follows:

- a. Under (1) Either DIVISION I or DIVISION II, the following provision is added:

The insurance under DIVISION II also covers an **auto** loaned by a duly licensed **auto** dealer for use as a demonstrator **auto** to **you**, and if an individual, **your** spouse if residing in the same household and the relatives of either who do not own an **auto** and who resides in the same household.

- b. Under (2) DIVISION I, the following provision is added:

The insurance under DIVISION I, also covers an **auto** loaned, with or without compensation, by a duly licensed **auto** dealer to **you**, and if an individual, **your** spouse if residing in the same household and the relatives of either who do not own an **auto** and who reside in the same household. The loaned **auto** must be for use as a demonstrator **auto** or as a temporary substitute **auto** for an **auto** owned by **you** while such **auto** is out of service because of breakdown, repair or servicing.

- 2. Under SECTION VII - GENERAL CONDITIONS, E. OTHER INSURANCE is deleted and replaced by the following:**

E. OTHER INSURANCE.

The insurance afforded by this policy with respect to **autos** not owned by **you** shall be excess insurance over any other valid and collectible insurance available to **you**. However, this provision does not apply to an **auto**, loaned with or without compensation, by a duly licensed **auto** dealer to **you**, and if an in-

dividual, **your** spouse if residing in the same household and the relatives of either if residing in the same household and not owning an **auto**. The loaned **auto** must be for use as a demonstrator **auto** or temporary substitute **auto** while **your auto** is out of service because of breakdown, repair or servicing.

This insurance shall be primary for all such **autos** loaned, with or without compensation, by a duly licensed **auto** dealer. Except when stated to apply in excess of or contingent upon the absence of other insurance, the insurance afforded by this policy is primary insurance. When this insurance is primary and **you** have other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of **our** liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, **we** shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, **we** shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of loss until each such insurer has paid its limit in full or the full amount of loss is paid.

b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, we shall not be liable for a greater proportion of such loss than the applicable limit of liability under

this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

All other policy terms and conditions apply

<i>SERFF Tracking Number:</i>	<i>AOIC-125334102</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Auto-Owners Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026569</i>
<i>Company Tracking Number:</i>	<i>GAR-AR-99-10/26/2007-89700</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0002 Garage</i>
<i>Product Name:</i>	<i>Garage Liability/Dealer's Blanket</i>		
<i>Project Name/Number:</i>	<i>GAR/89700</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AOIC-125334102</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Auto-Owners Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026569</i>
<i>Company Tracking Number:</i>	<i>GAR-AR-99-10/26/2007-89700</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0002 Garage</i>
<i>Product Name:</i>	<i>Garage Liability/Dealer's Blanket</i>		
<i>Project Name/Number:</i>	<i>GAR/89700</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	11/07/2007
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Comments:

Attachment:

89700 AR NAIC.pdf

Satisfied -Name:	Explanatory Memo	Review Status:	Approved	11/07/2007
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Comments:

Attachment:

89700 AR Exp Memo.pdf

Property & Casualty Transmittal Document (Revised 1/1/07)

1. Reserved for Insurance Dept. Use Only**2. Insurance Department Use Only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name**Group NAIC #**

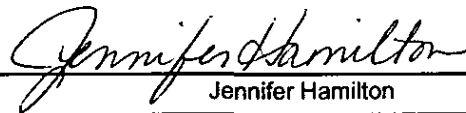
AUTO-OWNERS INSURANCE GROUP COMPANY

280

4. Company Name(s)	Domicile	NAIC #	FEIN #
AUTO-OWNERS INSURANCE COMPANY	Michigan	280-18988	38-0315280
OWNERS INSURANCE COMPANY	Ohio	280-32700	34-1172650

5. Company Tracking Number**Contact Info for Filer(s) or Corporate Officer(s) [include toll-free number]**

6. Name and address	Telephone #s	FAX #	E-mail
Jennifer Hamilton, Assistant Manager P.O. Box 30660 Lansing, MI 48909-8160	517-323-1488 800-346-0346 Ext.	(517) 391-1903	HAMILTON.JENNIFER@AOINS.COM

7. Signature of authorized filer

8. Please print name of authorized filer

Jennifer Hamilton

Filing Information (see general instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20.0000 Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0002 Garage
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	Garage Liability
13. Filing Type	FORM
14. Effective Date(s) Requested	January 19, 2008
15. Reference Filing?	No
16. Reference Organization (if applicable)	
17. Reference Organization #	
18. Company's Date of Filing	October 26, 2007
19. Status of filing in domicile	Michigan- Exempt

Property and Casualty Transmittal Document-

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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FORM FILING: See Attached List

Forms Attach To:

Garage Liability Coverage

Submitted for your approval is the attached list of forms. We desire to use these forms with policies effective on or after January 19, 2008. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

JENNIFER HAMILTON, ASSISTANT MANAGER

GARAGE LIABILITY AND DEALER'S BLANKET

HAMILTON.JENNIFER@AOINS.COM (emails without attachments)

communesund@aoins.net (emails with attachments)

517-323-1488

Ext.

Underwriter:

JENNIFER ARENS

ARENS.JENNIFER@AOINS.COM

(517) 323-1409

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #:

Amount:

Calculation:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

This form must be provided ONLY when making a filing that includes forms

(Do NOT refer to the body of the filing for the forms listing.)

This page applies to the following state(s) Arkansas

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number				
3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
1	Garage Liability Coverage	89700 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2	Manuscript Endorsement	26153 (10-00)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3	Arkansas Uninsured Motorist Coverage	89371 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89731 (07-05)	
4	Arkansas Underinsured Motorist Coverage	89372 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89372 (07-05)	
5	Arkansas Uninsured Motorist Property Damage Coverage	89734 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89734 (07-05)	
6	Named Person Uninsured Motorist Coverage	89736 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7	Arkansas Personal Injury Protection	89744 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89744 (07-05)	
8	Policy Cancellation and Non-Renewal - Garage Liability	89774 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89774 (07-05)	
9	Dealer's Plus Coverage Package	89791 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Garage Liability Amendatory Endorsement	89810 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89810 (07-05)	
11	Contractual Liability Endorsement	89860 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Drive Other Cars Broad Form	89861 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

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(Do NOT refer to the body of the filing for the forms listing.)

This page applies to the following state(s) Arkansas

1.	This filing transmittal is part of Company Tracking #				
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3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
13	Vehicular Damage to Leased Property Endorsement	89862 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Split Limit of Liability Endorsment	89863 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Total Pollution Liability Exclusion	89868 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Additional Insured Endorsement - Lessor	89869 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Additional Insured Endorsement - Building/Land Owner	89870 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Garage Liability Coverage Package	89895 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Garagekeepers Coverage	89898 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Additional Insured - Exclusion-Products- Completed Operations	89907 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Additional Insured	89908 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Commercial General Liability Plus	89909 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Additional Insured - Controlling Interest	89939 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Additional Insured - Co-Owner of Insured Premises	89940 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

This form must be provided ONLY when making a filing that includes forms

(Do NOT refer to the body of the filing for the forms listing.)

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1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number				
3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
25	Additional Insured - Grantor of Franchise	89941 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Exclusion - All Hazards in Connection with Designated Premises	89942 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Exclusion - Products/Completed Operations Hazard	89943 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Exclusion - Designated Work	89944 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Limitation of Coverage to Designated Premises or Project	89945 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Exclusion - Designated Products	89946 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Additional Insured - Mortgagee, Assignee or Receiver	89947 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Hired Auto Coverage - Division II	89949 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Amendment of Other Insurance Provision	89950 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Employee Benefits Liability	89957 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Additional Insured - Lessor of Leased Equipment	89969 (05-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	()	

AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
STATE OF ARKANSAS

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
89700	(09-05)	N/A		Garage Liability Coverage
USE	Provides liability, medical & other optional insurance coverages for garage operations.			
CHANGE	Initial Filing			
26153	(10-00)	N/A		Manuscript Endorsement
USE	Blank fill-in form to be used to insure misc. items.			
CHANGE	Initial Filing.			
89371	(09-05)	89731	(07-05)	Arkansas Uninsured Motorist Coverage
USE	Provides Uninsured Motorist coverage.			
CHANGE	Format revised to correspond to the new Garage Liability Policy.			
89372	(09-05)	89372	(07-05)	Arkansas Underinsured Motorist Coverage
USE	Provides Underinsured Motorist coverage.			
CHANGE	Format revised to correspond to the new Garage Liability Policy.			
89734	(09-05)	89734	(07-05)	Arkansas Uninsured Motorist Property Damage Coverage
USE	Provides Uninsured Motorist Property Damage coverage			
CHANGE	Revised format to correspond to the new Garage Liability Policy.			
89736	(09-05)	N/A		Named Person Uninsured Motorist Coverage
USE	Provides named person uninsured motorist coverage.			
CHANGE	Initial Filing			
89744	(09-05)	89744	(07-05)	Arkansas Personal Injury Protection
USE	Provides Personal Injury Protection.			
CHANGE	Format amended to correspond to the new Garage Liability Policy.			
89774	(09-05)	89774	(07-05)	Policy Cancellation and Non-Renewal - Garage Liability
USE	Explains policy cancellation and nonrenewal provisions.			
CHANGE	Format revised to correspond to the new Garage Liability Policy.			
89791	(09-05)	N/A		Dealer's Plus Coverage Package
USE	Provides the following Errors & Omissions coverage: Insurance Agents, Security Interest, Truth in Lending, Odometer and Prior Damage Disclosure.			
CHANGE	Initial Filing			
89810	(09-05)	89810	(07-05)	Garage Liability Amendatory Endorsement
USE	Amends policy to comply with AR statute.			
CHANGE	Format changed to correspond to the new Garage Liability Policy.			
89860	(09-05)	N/A		Contractual Liability Endorsement
USE	Covers contractual liability assumed by the insured under named contract.			
CHANGE	Initial Filing			
89861	(09-05)	N/A		Drive Other Cars Broad Form
USE	Affords broad form drive other cars coverage.			
CHANGE	Initial Filing			

AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
STATE OF ARKANSAS

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
89862	(09-05)	N/A		Vehicular Damage to Leased Property Endorsement
USE	Provides Property damage coverage for leased property.			
CHANGE	Initial Filing			
89863	(09-05)	N/A		Split Limit of Liability Endorsment
USE	Provides a split limit of liability.			
CHANGE	Initial Filing			
89868	(09-05)	N/A		Total Pollution Liability Exclusion
USE	Excludes bodily injury & property damage arising from pollutants.			
CHANGE	Initial Filing			
89869	(09-05)	N/A		Additional Insured Endorsement - Lessor
USE	Extends coverage to additional insured, other than building or land owners.			
CHANGE	Initial Filing			
89870	(09-05)	N/A		Additional Insured Endorsement - Building/Land Owner
USE	Extends coverage to building or land owners.			
CHANGE	Initial Filing			
89895	(09-05)	N/A		Garage Liability Coverage Package
USE	Provides broad form products and broad form completed operations.			
CHANGE	Initial Filing			
89898	(09-05)	N/A		Garagekeepers Coverage
USE	Provides garagekeepers liability coverage.			
CHANGE	Initial Filing			
89907	(09-05)	N/A		Additional Insured - Exclusion-Products-Completed Operations
USE	Amends the definition of insured to include owners lessees or contractors. Excludes the products-completed operations hazard for the additional insured.			
CHANGE	Initial Filing			
89908	(09-05)	N/A		Additional Insured
USE	Amends definition of insured to include owners, lessees or contractors. Includes the products-completed operations hazard for the additional insured.			
CHANGE	Initial Filing			
89909	(09-05)	N/A		Commercial General Liability Plus
USE	Provides expanded liability limits and enhanced coverages.			
CHANGE	Initial Filing			
89939	(09-05)	N/A		Additional Insured - Controlling Interest
USE	Amends definition of insured to include entities having controlling interest.			
CHANGE	Initial Filing			
89940	(09-05)	N/A		Additional Insured - Co-Owner of Insured Premises
USE	Amends definition of insured to include co-owner of insured premises.			
CHANGE	Initial Filing			

AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
STATE OF ARKANSAS

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
89941	(09-05)	N/A		Additional Insured - Grantor of Franchise
USE	Amends definition of insured to include grantor of franchise.			
CHANGE	Initial Filing			
89942	(09-05)	N/A		Exclusion - All Hazards in Connection with Designated Premises
USE	Excludes coverage for a designated premises specified.			
CHANGE	Initial Filing			
89943	(09-05)	N/A		Exclusion - Products/Completed Operations Hazard
USE	Excludes Products/Completed Operations coverage.			
CHANGE	Initial Filing			
89944	(09-05)	N/A		Exclusion - Designated Work
USE	Excludes designated work.			
CHANGE	Initial Filing			
89945	(09-05)	N/A		Limitation of Coverage to Designated Premises or Project
USE	Policy limits of insurance are replaced by limits designated in the Schedule for a certain designated project or premises.			
CHANGE	Initial Filing			
89946	(09-05)	N/A		Exclusion - Designated Products
USE	Excludes designated products.			
CHANGE	Initial Filing			
89947	(09-05)	N/A		Additional Insured - Mortgagee, Assignee or Receiver
USE	Amends definition of insured to include mortgagee, assignee or receiver.			
CHANGE	Initial Filing			
89949	(09-05)	N/A		Hired Auto Coverage - Division II
USE	Provides hired auto coverage for Division II policies when Commercial General Liability Plus is selected.			
CHANGE	Initial Filing			
89950	(09-05)	N/A		Amendment of Other Insurance Provision
USE	Provides primary liability coverage for garage customers when furnished a garage owned vehicle.			
CHANGE	Initial Filing			
89957	(09-06)	N/A		Employee Benefits Liability
USE	Provides employee benefits liability			
CHANGE	Initial Filing			
89969	(05-07)	N/A	()	Additional Insured - Lessor of Leased Equipment
USE	Amends the defrinition of Insured to include a Lessor of Leased Equipment			
CHANGE	Initial Filing			